

**AMENDMENT NUMBER ONE  
MEMORANDUM OF UNDERSTANDING**

This Amendment Number One (“Amendment”) is entered into as of December 10, 2016 by and between California Health and Wellness Plan (“Health Plan”) and County of Nevada (“County”), collectively referred to herein as the “Parties”.

WHEREAS, Health Plan and County have previously entered into a Memorandum of Understanding (the “MOU”) December 10, 2013 (defined in the MOU as the “Effective Date”); and

WHEREAS, the Parties desire to amend the MOU;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties agree as follows:

1. The Women Infants and Children Supplemental Food Program (WIC), Family Planning, Immunizations STD and HIV Programs shall be added to the MOU as attached hereto and incorporated herein.
2. That in all other respects, the terms and conditions of the MOU entered by and between the parties on December 10, 2013 shall remain in full force and effect. If the terms of this Amendment conflict with any of the terms of the MOU, the terms of this Amendment shall prevail.

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this Amendment as of the date first set forth above.

**HEALTH PLAN:**

**COUNTY:**

**California Health and Wellness Plan**

**County of Nevada**

Authorized Signature

Authorized Signature

\_\_\_\_\_  
Printed Name: Jeff Grahling

\_\_\_\_\_  
Printed Name: Hank Weston

\_\_\_\_\_  
Title: Chief Operating Officer

\_\_\_\_\_  
Title: Chair, Board of Supervisors

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
ECM #: 258023

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Tax ID Number: 94-6000526

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State Medicaid Number: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CALIFORNIA HEALTH AND WELLNESS PLAN (CHWP)  
AND THE  
COUNTY OF Nevada PUBLIC HEALTH DEPARTMENT**

**Local Women, Infants, and Children (WIC) Supplemental Food  
Program**

<b>CATEGORY</b>	<b>LOCAL WOMEN, INFANTS AND CHILDREN (WIC) SUPPLEMENTAL FOOD PROGRAM RESPONSIBILITIES</b>	<b>CHWP RESPONSIBILITIES</b>
<b>LIAISON</b>	Appoint WIC Nutrition Services Supervisor as liaison to coordinate activities with CHWP and to notify WIC staff of their roles and responsibilities related to coordination.	Appoint a liaison person(s) to coordinate activities with WIC and to notify staff and providers of their responsibility to refer enrollees to the WIC program.
<b>CLIENT REFERRAL AND OUTREACH</b>	<ol style="list-style-type: none"> <li>1. Refer participants who are income eligible to the Medi-Cal managed care plans as part of the standard referral to health care.</li> <li>2. Provide individuals applying for or reapplying for WIC with information about the Medi-Cal managed care plans in the geographical area.</li> <li>3. Provide CHWP a list of WIC clinic sites, addresses, and dates/hours of operation that is periodically updated.</li> <li>4. Share information with CHWP and CHWP providers about making referrals to appropriate community resources and agencies.</li> <li>5. Coordinate with CHWP outreach efforts to members not using preventive health services.</li> </ol>	<ol style="list-style-type: none"> <li>1. Inform enrollees of the availability of WIC services including food vouchers, nutrition education, and community referrals.</li> <li>2. Enter referral of enrollee, along with anthropometric and biochemical data, on one of the following: <ul style="list-style-type: none"> <li>• Physician prescription pad</li> <li>• WIC referral form (CDPH 247 or CDPH 247A)</li> <li>• Child Health and Disability Prevention (CHDP) program form PM 160</li> </ul> </li> <li>3. Coordinate with WIC in conducting outreach efforts, especially to underserved populations.</li> </ol>
<b>APPOINTMENT SCHEDULING</b>	<ol style="list-style-type: none"> <li>1. Agree to schedule a WIC appointment to determine eligibility for pregnant women and migrant family members within 10 working days after initial date of application by enrollee. All other applicants will be scheduled and notified of their eligibility or ineligibility within 20 days of the date of application for program benefits.</li> <li>2. Develop a method of communication with CHWP concerning CHWP<sup>7</sup> members who are determined to be eligible for WIC program benefits.</li> </ol>	<ol style="list-style-type: none"> <li>1. Primary responsibility for scheduling patient medical appointments.</li> </ol>
<b>TRACKING AND FOLLOW-UP</b>	<ol style="list-style-type: none"> <li>1. Attempt to contact each pregnant woman who misses her first WIC appointment to apply for participation by telephone or mail,</li> </ol>	<ol style="list-style-type: none"> <li>1. Providers are responsible for primary care case management, coordination, medical referrals and continuity of care.</li> </ol>

CATEGORY	LOCAL WOMEN, INFANTS AND CHILDREN (WIC) SUPPLEMENTAL FOOD PROGRAM RESPONSIBILITIES	CHWP RESPONSIBILITIES
	<p>and provide her with a rescheduled appointment upon request.</p> <p>2. Provide CHWP with a recertification schedule for all categories of participants.</p>	<p>2. Providers will document WIC referral in medical record of enrollee.</p> <p>3. Provide reasonable follow-up to WIC referrals.</p>
<b>PROVIDER NETWORK</b>	<p>1. Act as a resource to CHWP and CHWP providers regarding WIC policies and guidelines. Update this information as necessary.</p> <p>2. Assist CHWP in conducting provider trainings on WIC program services and federal regulations, as requested.</p>	<p>1. Provide education to providers on WIC program services and federal regulations.</p>
<b>HEALTH REQUIREMENTS</b>	<p>1. Inform CHWP of federal WIC requirements for program eligibility:</p> <ul style="list-style-type: none"> <li>• Biochemical: Biochemical results for pregnant women must be dated during pregnancy, and for non-breastfeeding or breastfeeding women, must be completed after the pregnancy ends. Biochemical results for infants and children are as follows: An infant nine months of age and older shall have a biochemical test for anemia. A blood test result from between 6 and 12 months of age shall be used to meet this requirement. Biochemical results performed any time under 12 months of age may be used to certify a child at the first birthday certification, but cannot be used to certify that child thereafter. A child over 12 months of age with a normal biochemical result on record requires a repeat test every 12 months. A child over 12 months of age with below normal biochemical result requires a repeat test every 6 months until normal biochemical result is documented.</li> <li>• Anthropometric: For infants and children height/length and weight are required for enrollment, at mid-certification approximately 6 months later and at each annual recertification. For women, height and weight are required at enrollment, weight during each trimester of pregnancy and for</li> </ul>	<p>1. Agree to inform providers of the federal WIC anthropometric and biochemical requirements for program eligibility.</p> <p>2. Providers will perform Hgb or Hct tests and height/weight measurement and document such required anthropometric and biochemical data on referral form or PM 160 as needed for WIC enrollment and recertification.</p>

CATEGORY	LOCAL WOMEN, INFANTS AND CHILDREN (WIC) SUPPLEMENTAL FOOD PROGRAM RESPONSIBILITIES	CHWP RESPONSIBILITIES
	recertification after pregnancy ends.	
<b>NUTRITION COUNSELING</b>	<ol style="list-style-type: none"> <li>1. Determine a nutrition risk for program eligibility that is based on review of anthropometric, biochemical, clinical, and/or dietary information.</li> <li>2. Complete a nutrition assessment at certification for all categories and at mid-certification for infants and children.</li> <li>3. Engage participants to select health/nutrition goals, and to create solutions that work for them. Document in the WIC MIS Individualized Nutrition Education Plan (INEP). Follow up as needed to monitor progress.</li> <li>4. Assess participants for standardized indicators of higher level nutrition need. Offer referral to registered dietitian/nutritionist for individual counseling and Individual Nutrition Education Plan, including appropriate follow-up.</li> <li>5. Determine, following WIC policy, if appropriate to provide non-contract therapeutic formula for participants with medical need. WIC provides therapeutic formula only when not a covered benefit of the participant's health plan. WIC may provide temporarily during health plan approval process.</li> </ol>	<ol style="list-style-type: none"> <li>1. Providers will document on enrollee's referral form or PM 160 anthropometric and biochemical data, plus diagnosed clinical condition(s).</li> <li>2. Providers will provide subsequent biochemical test results (i.e., glucose testing) or anthropometric data (i.e., prenatal weight gain), if requested.</li> <li>3. Providers will complete CDPH 247 or 247A (WIC Pediatric Referral Form) for enrollees requiring therapeutic formula and will also refer enrollees to the health plan to initiate the treatment authorization request process.</li> </ol>
<b>QUALITY ASSURANCE</b>	<ol style="list-style-type: none"> <li>1. Review and analyze data available through WIC MIS and other data collection sources, as is pertinent to the WIC program.</li> </ol>	<ol style="list-style-type: none"> <li>1. Collect needed data indicators available through Plan resources.</li> </ol>
<b>MONITORING AND CONFLICT RESOLUTION</b>	<ol style="list-style-type: none"> <li>1. Periodically meet with the liaison(s) from CHWP to monitor this agreement. Events or circumstances which require consideration or conflict resolution shall be presented at such meetings.</li> <li>2. Conduct a periodic review, update, and/or renegotiating of this agreement, as mutually agreed.</li> <li>3. Provide 60 days' notice to CHWP if, at any point, the WIC program should decide to terminate this</li> </ol>	<ol style="list-style-type: none"> <li>1. Periodically meet with the liaison(s) from the WIC program to monitor this agreement. Events or circumstances which require consideration or conflict resolution shall be presented at such meetings.</li> <li>2. Conduct a periodic review, update, and/or renegotiation of this agreement, as is mutually agreed.</li> <li>3. Provide 60 day' notice to WIC Program if, at any point, the CHWP should decide to terminate this</li> </ol>

CATEGORY	LOCAL WOMEN, INFANTS AND CHILDREN (WIC) SUPPLEMENTAL FOOD PROGRAM RESPONSIBILITIES	CHWP RESPONSIBILITIES
	agreement.	agreement.
<b>FEDERAL/STATE MANDATE</b>	The WIC program is mandated by federal regulation CFT 246.4 (a) (8) to refer participants who are income eligible to Medi-Cal providers. The California mandates for WIC are in Title 22, Chapter 6 of the State Code of Regulations and Section 311 of the Health and Safety Code.	The referral of Medi-Cal beneficiaries to the WIC program is mandated by federal Health Care Financing Administration (HCFA) regulations 42 CFR 431.63 © and California Code of Regulations, Title 22, Section 50157 and 50184.
<b>PROTECTED HEALTH INFORMATION</b>	<ol style="list-style-type: none"> <li>1. County WIC will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 et. seq.</li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>2. County WIC will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>4. County WIC will notify CHWP of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will comply with applicable portions of: <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 et. seq.</li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>2. CHWP will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of CHWP members such as PHI and Personal Confidential Information (PCI) or other confidential data to CHWP or anyone else including state agencies.</li> <li>3. CHWP will notify County WIC within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> </ol>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CALIFORNIA HEALTH AND WELLNESS PLAN (CHWP)  
AND THE  
COUNTY OF NEVADA PUBLIC HEALTH DEPARTMENT**

**FAMILY PLANNING SERVICES**

<b>CATEGORY</b>	<b>FAMILY PLANNING SERVICES PROGRAM</b>	<b>CHWP</b>
<b>LIAISON</b>	<ol style="list-style-type: none"> <li>1. Responsible for appointing a Family Planning Liaison to coordinate activities with CHWP.</li> <li>2. Family Planning Liaison will provide CHWP and CHWP providers with a list of Family Planning clinic sites, addresses, dates and hours of operation; at minimum annually and with updates as available.</li> </ol>	<ol style="list-style-type: none"> <li>1. Identify a local CHWP Liaison to coordinate activities with the Family Planning Program.</li> <li>2. Provider Training Staff will notify CHWP staff and providers of their responsibilities for the Family Planning Program.</li> <li>3. CHWP Liaison will provide the Family Planning Program with an updated Provider Directory, at minimum annually, and with updates as available.</li> </ol>
<b>OUTREACH</b>	<ol style="list-style-type: none"> <li>1. Inform patients of their right to go out of plan without prior authorization.</li> <li>2. Inform patients and potential patients about Family Planning services.</li> </ol>	<ol style="list-style-type: none"> <li>1. Member Services Guide will be mailed to all members within 7 days of enrollment date informing them of their entitlements including: <ul style="list-style-type: none"> <li>• Their right to access Family Planning services from any qualified provider without prior authorization.</li> <li>• The availability of all available Family Planning services and their right to access services outside of the CHWP network.</li> <li>• This information will be provided through the CHWP Member Services Guide.</li> </ul> </li> <li>2. Upon request, Customer Call Center (CCC) manager and/or Community Resource Center (CRC) staff will inform eligible women and men of their benefits and assist them in accessing care and scheduling appointments.</li> <li>3. The following are family planning services provided to members: <ul style="list-style-type: none"> <li>• Health education and counseling necessary to make informed choices and understand contraceptive methods;</li> <li>• Limited history and physical examinations;</li> <li>• Laboratory tests if medically</li> </ul> </li> </ol>

CATEGORY	FAMILY PLANNING SERVICES PROGRAM	CHWP
<b>OUTREACH (cont.)</b>		<p>indicated as part of decision making process for choice of contraceptive methods;</p> <ul style="list-style-type: none"> <li>• Diagnosis and treatment of sexually transmitted diseases (STD) if medically indicated</li> <li>• Screening, testing and counseling of at risk individuals for Human Immunodeficiency Virus (HIV) and referral for treatment;</li> <li>• Follow-up care for complications associated with contraceptive methods issued by the family planning providers; provision of contraceptive pills, devices/supplies;</li> <li>• Tubal Ligation;</li> <li>• Vasectomies;</li> <li>• Pregnancy testing and counseling.</li> </ul>
<b>APPOINTMENT SCHEDULING</b>	<ol style="list-style-type: none"> <li>1. Assure patient access for services as quickly as possible.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provider Operations Manual and CHWP provider website or local Clinical Quality Compliance Administrators (CQCA) Nurse will train CHWP providers of responsibility for scheduling patient's appointments.</li> </ol>
<b>EDUCATION</b>	<ol style="list-style-type: none"> <li>1. Family Planning Program will provide education services to all patients following the PACT guidelines which include: <ul style="list-style-type: none"> <li>• Initial individual assessment and re-assessment as needed, of the patient's family planning educational needs and knowledge about reproductive health.</li> <li>• Initial and all subsequent education and counseling sessions must be provided in a way that is understandable to the patient and conducted in a manner that facilitates the patient's integration of information for the promotion of positive reproductive health behaviors.</li> <li>• An explanation of the results of the physical examination and the laboratory tests.</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>1. Health Education Specialists, CQCA and Network Education Representatives are responsible for provider and enrollee education regarding Family Planning on an ongoing basis.</li> <li>2. PCP, CCC Representatives and/or CRC Staff are responsible for referring enrollees on an ongoing basis to existing educational resources in the community provided to CHWP and by the Family Planning Service Program.</li> <li>3. PCP, Health Education Department, CCC Representatives and/or CRC Staff are responsible for informing enrollees about all available services on an ongoing basis.</li> </ol>

CATEGORY	FAMILY PLANNING SERVICES PROGRAM	CHWP
	<ul style="list-style-type: none"> <li>• Each pregnancy test patient must be provided with all information appropriate to the test results in order to make an informed choice.</li> <li>• All Family Planning staff persons providing education and counseling must be knowledgeable about the psychosocial and medical aspects of reproductive health, principles of behavioral change, and counseling techniques, including interviewing and communication skills.</li> </ul> <p>Individuals are expected to or will be trained to recognize situations where more intensive counseling may be required and make referrals as appropriate.</p>	
<b>CREDENTIALING</b>	<ol style="list-style-type: none"> <li>1. All providers within the Family Planning Services are credentialed through Family Planning standards.</li> <li>2. All Family Planning providers agree to provide the full scope of family planning services as stipulated in PACT.</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to implementation and every two years thereafter, Credentialing Department is responsible for procedures to assess and ensure provider qualifications and competence.</li> </ol>
<b>PLANNING, DATA COLLECTION, AND REPORTING</b>	<ol style="list-style-type: none"> <li>1. Provide information to CHWP to assist planning and development.</li> <li>2. Work in collaboration with CHWP to identify unmet service needs and gaps.</li> <li>3. Provide data that is currently being collected to CHWP as needed and capacity allows.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provider Operations Manual and CHWP provider website, Provider Liaison, CQCA Nurse will inform PCPs to collect and submit data to Family Planning Services Program according to PHD/PHS guidelines.</li> <li>2. CHWP will share Family Planning studies/results when applicable, such as published HEDIS reports, needs assessments, etc.</li> </ol>
<b>QUALITY ASSURANCE</b>	Collaborate with CHWP on quality assurance standards and in implementing quality assurance program relative to standards of care, members served office procedures, etc.	CQCA Nurse will monitor compliance when Family Planning standards are not met.
<b>MEDICAL RECORD MANAGEMENT</b>	<p>Family Planning Service Program will make sure that:</p> <ol style="list-style-type: none"> <li>1. All medical records shall be maintained in a confidential manner, thereby being inaccessible to patients and other unauthorized persons to guard against disclosure of information.</li> <li>2. Individual member records of the CHWP members cannot be</li> </ol>	<p>CHWP providers will make sure that:</p> <ol style="list-style-type: none"> <li>1. All medical records shall be maintained in a confidential manner, thereby being inaccessible to patients and other unauthorized persons to guard against disclosure of information.</li> <li>2. Individual member records of CHWP members cannot be released without the written request</li> </ol>

CATEGORY	FAMILY PLANNING SERVICES PROGRAM	CHWP
	released without the written request of the member unless it is for the purpose of exchanging shared information for purposes of treatment, payment and healthcare operations between providers or institutions providing care to the member.	of the member unless it is for the purpose of exchanging shared information for purposes of treatment, payment and healthcare operations between providers or institutions providing care to the member.
<b>INFORMED CONSENT</b>	1. Family Planning Services Program will ensure that informed consent, using the proper 330 form, is obtained for all contraceptive methods, including sterilization, in accordance with Title 22, CCR, Sections 51305.1 and 51305.3	1. CHWP providers will ensure that informed consent, using the proper 330 form, is obtained for all contraceptive methods, including sterilization in accordance with Title 22, CCR, Sections 51305.1 and 51305.3
<b>PROVIDER NETWORK</b>	1. Assist CHWP in identifying Family Planning health education resources. 2. Collaborate in developing and providing training for CHWP providers on Family Planning issues.	1. Network Education Representative and Development will maintain primary responsibility for provider recruitment. 2. Provider Operations Manual and CHWP Provider website, will maintain primary responsibility for training for CHWP providers on family planning issues.
<b>REIMBURSEMENT &amp; BILLING</b>	1. Bill CHWP for Family Planning services administered to CHWP members. 2. Family Planning Services Program will bill CHWP using Family Planning Services billing number, not Family Planning Clinic number, and member ID number only, with diagnosis and related CPT codes.	1. CHWP will reimburse out of network providers for medically appropriate Family Planning services at M/Cal FFS rates as stipulated in MMCD Policy Letters 98-11 and 95-03 and MMCD All Plan Letter 10-014
<b>CONFLICT RESOLUTION</b>	1. Schedule periodic meetings with CHWP liaison to monitor this MOU. 2. Conduct a periodic review, update and/or renegotiations of this agreement as is mutually agreed. 3. Provide 60 days' notice to CHWP should Family Planning Services decide to modify this agreement.	1. Local CQCA Nurse will meet with Family Planning Services liaison to monitor this agreement quarterly and/or upon request. 2. Local CQCA Nurse will update and/or renegotiate this agreement, as is mutually agreed. 3. Local Program Manager will provide 60 days' notice to Family Planning Services should CHWP decide to modify this agreement.
<b>PROTECTED HEALTH INFORMATION</b>	1. County Family Planning Services Program will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> </ul>	1. CHWP will comply with applicable portions of: <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> </ul>

CATEGORY	FAMILY PLANNING SERVICES PROGRAM	CHWP
	<ul style="list-style-type: none"> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 et. seq.</li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> <ol style="list-style-type: none"> <li>2. County Family Planning Services Program will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>4. County Family Planning Services Program will notify CHWP of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.</li> </ol>	<ul style="list-style-type: none"> <li>• HITECH Act (42. U.S.C. Section 17921 et. seq.</li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> <ol style="list-style-type: none"> <li>2. CHWP will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of CHWP members such as PHI and Personal Confidential Information (PCI) or other confidential data to CHWP or anyone else including state agencies.</li> <li>3. CHWP will notify County Family Planning Services Program within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> </ol>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CALIFORNIA HEALTH AND WELLNESS PLAN (CHWP)  
AND THE  
COUNTY OF Nevada PUBLIC HEALTH DEPARTMENT**

**IMMUNIZATION SERVICES**

<b>CATEGORY</b>	<b>IMMUNIZATION SERVICES PROGRAM</b>	<b>CHWP</b>
<b>LIAISON</b>	<ol style="list-style-type: none"> <li>1. The Public Health Immunization Program Coordinator will coordinate activities with CHWP and notify Immunization Program staff of their roles and responsibilities related to coordination.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will appoint a liaison to coordinate activities with Immunization Program staff and to inform CHWP staff.</li> <li>2. CHWP will inform providers of their responsibilities to educate enrollees about countywide Immunization Program.</li> </ol>
<b>CLIENT OUTREACH AND ACCESS</b>	<ol style="list-style-type: none"> <li>1. As resources allow; coordinate and conduct community based immunization sites and special events basis.</li> <li>2. Refer, as appropriate, CHWP families to CHWP Outreach in order to access care if the child does not have a Primary Care Physician (PCP).</li> <li>3. Refer clients to PCP's, including county clinics and community based organizations for immunizations.</li> <li>4. Limited to inventory on hand, provide immunizations to CHWP members upon request at existing immunization service delivery sites.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will automatically mail reminder notices to families regarding immunizations needed.</li> <li>2. Upon request, Customer Service Unit Representatives and/or Community Resource Coordinators (CRC) staff may assist in scheduling appointments to reasonably ensure timely immunizations, with the member's PCP being the first resource for vaccines. Health Education Project Manager will notify providers of the availability of free vaccines through Vaccines for Children Program (VFC).</li> <li>3. CHWP will educate PCP to immunize adults in accordance with ACIP standards.</li> </ol>
<b>TRACKING AND DATA COLLECTION</b>	<ol style="list-style-type: none"> <li>1. Encourage CHWP participation in county's data tracking system to monitor immunization levels in the county.</li> <li>2. Provide county wide immunization rates to CHWP as available.</li> <li>3. Support California Immunization Registry (CAIR) and HEDIS as resources allow.</li> <li>4. Participate in the local immunization coalition.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP staff will encourage PCP participation in California Immunization Registry (CAIR) to monitor immunization levels in the county.</li> <li>2. Upon request, CHWP will provide Immunization Program on immunization rates from CHWP Data and HEDIS.</li> <li>3. Local QM Nurse will participate in immunization coalition.</li> <li>4. CHWP is required by contract to conduct annual HEDIS studies and will involve Immunization Services as County resources allow assist in obtaining results.</li> <li>5. CHWP providers will follow immunization recommendations per</li> </ol>

CATEGORY	IMMUNIZATION SERVICES PROGRAM	CHWP
		the ACIP and the American Association of Pediatrics (AAP).
<b>HEALTH EDUCATION</b>	<ol style="list-style-type: none"> <li>1. As resources allow; support an educational media campaign that urges parents to immunize their children according to the appropriate schedule.</li> <li>2. As resources allow; conduct public education campaigns to inform consumers of special circumstances, such as outbreaks of vaccine preventable diseases.</li> <li>3. Provide technical expertise on a variety of related topics for primary care providers, county clinics, and community based organizations, schools, etc., as resources allow.</li> </ol>	<ol style="list-style-type: none"> <li>1. Liaison will collaborate with Immunization Program to develop member education program on an ongoing basis.</li> <li>2. Liaison will assist county in dissemination of information to providers and members about disease outbreaks, health fairs, free clinics, etc. via the immunization coalition.</li> <li>3. CHWP will generate reports regarding members' immunization status to PCP.</li> </ol>
<b>QUALITY IMPROVEMENT</b>	<ol style="list-style-type: none"> <li>1. Work in coordination with CHWP to facilitate the increase of immunizations in the County.</li> <li>2. Advocate for state and federal policies that support access to immunizations.</li> </ol>	<ol style="list-style-type: none"> <li>1. Liaison will work on coordination with Immunization Program to facilitate the increase of immunizations in the County through ongoing provider and member communication.</li> <li>2. CHWP Intervention Strategy Committee will develop interventions that support access to immunization.</li> <li>3. Plans are required to implement quality improvement interventions aimed at achieving the Healthy People 2020 immunization rate objectives.</li> </ol>
<b>SURVEILLANCE</b>	<ol style="list-style-type: none"> <li>1. As resources allow; Conduct epidemiological investigations on vaccine related preventable diseases.</li> <li>2. Provide technical assistance to providers during disease outbreaks.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will instruct providers to report cases of vaccine preventable diseases to the Communicable Disease Program via telephone call; provider will immediately complete the Confidential Morbidity Report and forward to DCH Communicable Disease Department in accordance with the California Health and Safety Code.</li> <li>2. CHWP and CRC Staff will assist Immunization Program in contacting providers during disease outbreaks.</li> </ol>
<b>MONITORING AND CONFLICT RESOLUTION</b>	<ol style="list-style-type: none"> <li>1. Schedule quarterly or more often if needed meetings with CHWP liaison to monitor MOU.</li> <li>2. Conduct a periodic review of, update and/or renegotiation of this agreement, as is mutually agreed.</li> <li>3. Provide notice in accordance with</li> </ol>	<ol style="list-style-type: none"> <li>1. Local QM Nurse will meet quarterly or more often if needed with the Immunization liaison to monitor this agreement quarterly and/or upon request.</li> <li>2. CHWP liaison will work with immunization program staff to</li> </ol>

CATEGORY	IMMUNIZATION SERVICES PROGRAM	CHWP
	<p>the terms of the Service Agreement of 60 days to CHWP for any modifications of MOU.</p> <p>4. Conflict resolution is one that involves coordination of problem solving of operational, administrative and policy issues between the DHC and CHWP. If agreement cannot be reached at the local level, it is to be elevated to the State Immunization Branch for resolution.</p>	<p>update and/or renegotiation this agreement, as is mutually agreed.</p> <p>3. Liaison will provide notice in accordance with the terms of the Services Agreement of 60 days should CHWP decide to modify this agreement.</p> <p>4. Conflict resolution is one that involves coordination of problem solving of operational, administrative and policy issues between the DHC and CHWP. If agreement cannot be reached at the local level, it is to be elevated to the State MMCD for resolution.</p>
<b>REIMBURSEMENT</b>	<p>1. County may bill for the administration and public health cost of vaccine. Immunization provided through the VFC program will carry an administration fee only. For non VFC program biologicals an administration fee and the cost of the agent will be billed as appropriate.</p>	<p>1. CHWP will reimburse the administration fee associated with vaccine provided through the VFC program, State supplied and 317 vaccine. Reimbursement for vaccines other than VFC, State supplied or 317 will include an administration fee and public health cost of the agent.</p>
<b>MEDICAL RECORD MANAGEMENT</b>	<p>The local health department shall upload all immunization records into CAIRS as a condition for billing.</p>	<p>CHWP may access immunization records of plan members at will through CAIRS.</p>
<b>PROTECTED HEALTH INFORMATION</b>	<p>1. County Immunization Services will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:</p> <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> <p>2. County Immunization Services will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</p> <p>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</p> <p>4. County Immunization Services will</p>	<p>1. CHWP will comply with applicable portions of</p> <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> <p>2. CHWP will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of CHWP members such as PHI and Personal Confidential Information (PCI) or other confidential data to CHWP or anyone else including state agencies.</p> <p>3. CHWP will notify County Immunization Services within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any</p>

CATEGORY	IMMUNIZATION SERVICES PROGRAM	CHWP
	notify CHWP of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.	actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.

**Provider Compensation Arrangements:** CHWP shall reimburse the LHD for the administration fee associated with vaccine provided through the VFC program, State supplied, and 317 vaccine. Reimbursement for vaccines other than VFC, State supplied or 317 will include an administration fee and public health cost of the agent. However, CHWP is not required to reimburse the local health department for an immunization provided to a Member who was already up to date. The LHD shall provide immunization records when immunization services are billed to the CHWP. CHWP shall not be obligated to reimburse providers other than local health departments unless they enter into an agreement with the CHWP.

**Access to Immunizations with Special Arrangements:** Members may access LHD clinics for immunizations. CHWP providers shall upload and maintain current member immunization status into CAIRS. The LHD clinic shall ensure that all immunization record data is uploaded into CAIRS whenever billing to CHWP is undertaken.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CALIFORNIA HEALTH AND WELLNESS PLAN (CHWP)  
AND THE  
COUNTY OF NEVADA PUBLIC HEALTH DEPARTMENT**

**STD SERVICES**

<b>CATEGORY</b>	<b>STD SERVICES</b>	<b>CHWP</b>
<b>LIAISON</b>	<ol style="list-style-type: none"> <li>1. The Communicable Diseases Public Health Nurse Supervisor will facilitate timely exchange of Program and patient specific information with CHWP and to inform STD staff of their roles and responsibilities.</li> <li>2. Provide updated information regarding standards and guidelines concerning STDs. STD Services to ensure the most recent Center for Disease Control (CDC) guidelines are available to the plan.</li> <li>3. Attend at least one liaison meeting Quarterly/Yearly.</li> </ol>	<ol style="list-style-type: none"> <li>1. Appoint a STD liaison with expertise in the subject to facilitate timely exchange of Program and patient specific information with STD Services and to inform CHWP provider staff of their roles and responsibilities in regard to STD services.</li> <li>2. Ensure providers have access to CDC guidelines.</li> <li>3. Work in concert with STD Services to coordinate rapid response to outbreak situations.</li> <li>4. Attend at least one liaison meeting Quarterly/Yearly.</li> </ol>
<b>DATA COLLECTION</b>	<ol style="list-style-type: none"> <li>1. Monitor disease prevalence and trends, provide data to Plans, and as resources are available, provide assistance to CHWP to analyze and evaluate data.</li> </ol>	<ol style="list-style-type: none"> <li>1. Collect disease prevalence data, including demographics for population and give data to health department.</li> </ol>
<b>DISEASE REPORTING</b>	<ol style="list-style-type: none"> <li>1. Provide the CHWP providers with California Morbidity Report (CMR) forms and guidelines for reporting. Monitor the disease-reporting process, including accuracy and completeness of information provided.</li> <li>2. Provide CHWP clinical laboratories with lists of reporting requirements; including required patient information and guidelines for providing this data to the STD program. Monitor the disease-reporting process.</li> <li>3. Share relevant STD reports/data with CHWP.</li> <li>4. Assure that STD reporting requirements are met.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provide County STD program with completed California Morbidity Report (CMRs) on patients with reportable STDs as described in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, Article 1.</li> <li>2. CHWP clinical laboratories provide County STD program with required information on patients with reportable STDs as described in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, Article 1.</li> <li>3. Assure provider compliance with STD reporting requirements.</li> </ol>
<b>STD SCREENING PROTOCOL</b>	Assist CHWP in developing risk-assessment tools and screening protocols, as resources allow.	Develop STD risk-assessment tools and screening protocols for asymptomatic patients.
<b>PROVISION OF SERVICES</b>	<i>For Counties with categorical STD Clinics:</i>	<ol style="list-style-type: none"> <li>1. Ensure CHWP contracted providers offer STD screening,</li> </ol>

CATEGORY	STD SERVICES	CHWP
	<ol style="list-style-type: none"> <li>1. Provide STD screening, diagnosis, counseling/education, and treatment for CHWP members, including sensitive services to minors (age 12 and over) without prior authorization for diagnosis and treatment of listed STDs in accordance with the definition of episodes as contained in Medi-Cal Policy Letter 96-09.</li> <li>2. STD services for the disease episode include the diagnosis and treatment of the following STDs: syphilis, gonorrhea, chlamydia, herpes simplex, chancroids, trichomoniasis, human papilloma virus, non-gonococcal urethritis, lymphogranuloma venereum and granuloma inguinale.</li> <li>3. Inform members of their rights regarding release of confidential information to their primary care provider (PCP) or CHWP.</li> <li>4. Educate members regarding importance of continuity of care.</li> <li>5. Ensure members will be seen in a timely manner. If the patient cannot be seen within 24 hours in a categorical STD clinic, arrangements will be made in a public health setting to see the patient.</li> </ol>	<p>diagnosis, counseling/education and treatment for CHWP members, including sensitive services to minors (ages 12 and over) for diagnosis and treatment of listed STDs in accordance with the definition of episodes as contained in Medi-Cal Policy Letter 96-09.</p> <ol style="list-style-type: none"> <li>2. Inform all CHWP members of their right to access out-of-Plan STD services without prior authorization including sensitive services for minors without parental consent. Also inform them that these services are available at County STD clinics (where applicable) at no charge to them.</li> <li>3. Inform members of their right to confidentiality.</li> </ol>
<b>STD CONSULTATION AND TECHNICAL ASSISTANCE</b>	Provide CHWP Providers with consultation for STD diagnosis, treatment, follow-up and referral of patients.	Notify CHWP staff of STD program consultation.
<b>PARTNER NOTIFICATION AND REFERRAL</b>	<ol style="list-style-type: none"> <li>1. Conduct contact investigations, with support as appropriate from the California Department of Public Health Sexually Transmitted Diseases Control Branch regional field office Disease Intervention Section staff in response to the location and treatment of sexual partners of infected individuals according to LHD disease control priorities, and ensure they are tested, receive appropriate counseling and treatment, and identify sexual partners for further follow-up.</li> <li>2. Monitor partner-referral efforts of CHWP and assist in locating and</li> </ol>	<ol style="list-style-type: none"> <li>1. Inform providers regarding the importance of rapidly notifying sexual partners of infected enrollees so they can be tested and be in receipt of appropriate counseling and treatment at earliest opportunity.</li> <li>2. Ensure the STD patient's sexual partners who are CHWP members are tested, treated and counseled according to partner management guidelines.</li> </ol>

CATEGORY	STD SERVICES	CHWP
	follow-up of hard-to-reach members as State and local resources allow.	
<b>COORDINATION OF CARE</b>	Communicate medical information to CHWP liaison or CHWP according to contract, with member's consent, as soon as possible after diagnosis/treatment services.	Assure that clinical information provided by LHD reaches PCP for follow-up in a timely fashion.
<b>REIMBURSEMENT</b>	<ol style="list-style-type: none"> <li>Contractor shall reimburse local health departments and non-contracting family planning providers at no less than the appropriate Medi-Cal FFS rate, for the diagnosis and treatment of a STD episode.</li> </ol>	Reimburse an appropriately documented claim for diagnosis and treatment of STDs in accordance with MMCD Policy Letter No. 96.09, its replacement or updated and/or revised editions within 30 days of receipt of claim.
<b>DATA SHARE/REPORTING</b>	<ol style="list-style-type: none"> <li>Share relevant STD reports/data with CHWP.</li> <li>Assure that STD reporting requirements are met.</li> </ol>	<ol style="list-style-type: none"> <li>Assure provider compliance with STD reporting requirements.</li> </ol>
<b>HEALTH EDUCATION</b>	<ol style="list-style-type: none"> <li>As resources allow; provide technical assistance to CHWP on needs of target population and assistance in designing appropriate health education programs.</li> <li>As resources allow; provide updated information on STD prevention and control to CHWP.</li> <li>As resources allow; provide health education technical assistance, assist in training and choosing STD-specific educational materials to CHWP providers and community agencies to enhance their availability to access high-risk individuals and deliver effective STD health education programs.</li> <li>As resources allow; provide technical assistance to CHWP to improve quality and effectiveness of STD prevention education efforts for enrollees.</li> </ol>	<ol style="list-style-type: none"> <li>Provide technical assistance on needs of target population and assistance in designing appropriate health education programs.</li> <li>Provide information to enrollees at risk for STDs, including materials on the prevention of STDs and availability of screening and treatment.</li> <li>Provide assistance to STD Services providing training and resources to CHWP providers and community agencies to enhance their ability to access high-risk individuals and deliver effective STD health education programs.</li> <li>Assist STD Services in quality assurance activities by providing data on CHWP' STD prevention education interventions and outcomes. Utilize data to improve effectiveness of STD prevention education efforts.</li> </ol>
<b>QUALITY REVIEW</b>	<ol style="list-style-type: none"> <li>Be involved in the process of strategic planning and policy development for prevention and control of STDs in managed care setting <i>using best practice standards of care.</i></li> <li>Review STD-related service information from CHWP in areas of</li> </ol>	<ol style="list-style-type: none"> <li>Provide STD-related service information to the STD county program.</li> </ol>

CATEGORY	STD SERVICES	CHWP
	disease reporting, adequacy of treatment, follow-up and partner notification.	
<b>PROBLEM RESOLUTION</b>	<ol style="list-style-type: none"> <li>1. Schedule periodic meetings with CHWP liaison for problem resolution. In the event a problems cannot be resolved at local level, contact DHS contract manager.</li> <li>2. Review MOU at least annually and revise as needed.</li> </ol>	<ol style="list-style-type: none"> <li>1. Schedule periodic meetings with the STD Services liaison for problem resolution. In the event problems cannot be resolved at local level, contact DHS contract manager.</li> <li>2. Review MOU at least annually and revise as needed.</li> </ol>
<b>PROTECTED HEALTH INFORMATION</b>	<ol style="list-style-type: none"> <li>1. County STD Services will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>2. County STD Services will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>4. County STD Services will notify CHWP of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.</li> </ol>	<ol style="list-style-type: none"> <li>4. CHWP will comply with applicable portions of <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>5. CHWP will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of CHWP members such as PHI and Personal Confidential Information (PCI) or other confidential data to CHWP or anyone else including state agencies.</li> <li>6. CHWP will notify County STD Services within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> </ol>

By:  
County of Nevada

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CALIFORNIA HEALTH AND WELLNESS PLAN (CHWP)  
AND THE  
COUNTY OF NEVADA PUBLIC HEALTH DEPARTMENT**

**HIV SERVICES**

<b>CATEGORY</b>	<b>HIV SERVICES</b>	<b>CHWP</b>
<b>LIAISON</b>	<ol style="list-style-type: none"> <li>1. Appoint a liaison to coordinate activities with CHWP.</li> <li>2. Notify HIV/AIDS Program staff of their roles and responsibilities.</li> <li>3. Liaisons will meet at least quarterly and more frequently if requested by either liaison.</li> </ol>	<ol style="list-style-type: none"> <li>1. Appoint a liaison to coordinate activities with the HIV/AIDS Program.</li> <li>2. Notify staff and contracting providers of their roles and responsibilities.</li> <li>3. Liaisons will meet at least quarterly and more frequently if requested by either liaison.</li> </ol>
<b>PROVIDER EDUCATION</b>	<ol style="list-style-type: none"> <li>1. As resources allow, County will provide, technical assistance, training, and material related to HIV prevention, education, counseling, and testing, including providing mandatory services to pregnant women and adolescents.</li> <li>2. County will provide CHWP with timely information about any trainings offered within the County related to HIV counseling, testing, treatment, prevention, etc.</li> </ol>	<ol style="list-style-type: none"> <li>1. Inform contracting providers of their responsibility to assess all members for risk factors for HIV infection and to appropriately counsel and offer HIV testing, including providing mandatory services to pregnant women and adolescents.</li> <li>2. Provide information to providers regarding consent and test result disclosure information.</li> <li>3. Promote county training opportunities to contracting providers through existing communication channels.</li> <li>4. Compliance with Department of Health Care Services (DHCS), Medi-Cal Managed Care Division, Policy Letter No. 97-08; offer counseling to all infants, children and adolescents as defined in the policy letter.</li> </ol>
<b>CONSENT</b>	<ol style="list-style-type: none"> <li>1. Test site will have client fill out consent form for HIV test.</li> <li>2. Test site will obtain written authorization from Members regarding to whom test results should be provided: <ul style="list-style-type: none"> <li>• Only specific medical information regarding diagnosis, treatment and follow-up care will be released to ensure continuity and quality of care</li> <li>• Results of tests will be</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>1. Before any information is released from the County to CHWP providers, a consent form from the member must be signed, in accordance with the applicable state and federal law. PCPs will request that Members provide written authorization to obtain test results.</li> <li>2. Educate contracting providers on the proper procedures for obtaining test results and intra-office confidentiality requirements to be followed.</li> </ol>

CATEGORY	HIV SERVICES	CHWP
	<p>forwarded to provider under strict adherence to confidential regulations.</p> <p>3. Test site will receive written consent to put name on claim form, per CCR, Section 121022.</p>	
<b>FOLLOW-UP</b>	<p>1. Results of tests will be forwarded to providers under strict adherence to confidentiality regulations.</p> <p>2. Coordinate with CHWP to train test site staff regarding patient completion of written authorization for release of test results.</p> <p>3. Provide identification, notification and follow-up (to the extent County resources allow) of sex and needle-sharing partners of HIV positive clients whether they are or are not Members of CHWP.</p>	<p>1. Encourage contracting providers to contact the test site if results have not been returned within 30 days.</p> <p>2. Encourage PCPs to counsel and coordinate care for HIV positive Members with County HIV/AIDS Program.</p> <p>3. If test is negative, contracting provider may provide further counseling and education regarding risk factors.</p> <p>4. CHWP contracting providers will refer HIV positive Members to County for partner notification services as indicated.</p>
<b>HEALTH EDUCATION AND OUTREACH</b>	<p>1. As updates are available, provide CHWP with a listing of locations and times when anonymous and confidential HIV testing is available.</p>	<p>1. CHWP will inform Members of the availability of confidential and anonymous HIV testing from HIV test sites.</p> <p>2. CHWP will make health education materials, including STI and HIV materials, available to contracting providers at no cost to them by provider written request.</p>
<b>QUALITY IMPROVEMENT AND DATA COLLECTION</b>	<p>1. Submit available HIV data to CHWP.</p> <p>2. Share with CHWP relevant HIV/AIDS disease reports, as requested.</p>	<p>1. Maintain quality improvement program in accordance with the requirements of the Medi-Cal Agreement and Knox Keene Health Care Service Plan Act.</p> <p>2. Inform contracting providers, including laboratories, of legal reporting requirements related to AIDS diagnosis.</p>
<b>MONITORING AND CONFLICT RESOLUTION</b>	<p>1. Liaisons will meet at least quarterly to assess and coordinate mutual HIV project goals.</p> <p>2. Events or circumstances that require consideration or conflict resolution shall be presented at quarterly meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</p> <p>3. Conduct an annual review of this</p>	<p>1. Liaisons will meet at least quarterly to monitor this agreement.</p> <p>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</p> <p>3. Conduct an annual review of this Agreement.</p>

CATEGORY	HIV SERVICES	CHWP
	Agreement.	
<b>PROTECTED HEALTH INFORMATION</b>	<ol style="list-style-type: none"> <li>1. COUNTY will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>2. COUNTY will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>4. COUNTY will notify CHWP of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.</li> </ol>	<ol style="list-style-type: none"> <li>7. CHWP will comply with applicable portions of <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>8. CHWP will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of CHWP members such as PHI and Personal Confidential Information (PCI) or other confidential data to CHWP or anyone else including state agencies.</li> <li>9. CHWP will notify COUNTY within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> </ol>