

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)  
 AND THE  
 NEVADA COUNTY PUBLIC HEALTH DEPARTMENT  
 HIV SERVICES**

<b>CATEGORY</b>	<b>HIV SERVICES</b>	<b>ANTHEM</b>
<b>LIAISON</b>	<ol style="list-style-type: none"> <li>1. Appoint a Liaison to coordinate activities with Anthem.</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. Anthem will appoint a Sr. Public Health Administrator to coordinate activities with the HIV/AIDS Program.</li> <li>2. Notify Anthem 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 Anthem Health 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. Anthem will 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. Anthem will provide information to providers regarding consent and test result disclosure information.</li> <li>3. Anthem will 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</li> </ol>	<ol style="list-style-type: none"> <li>1. Before any information is released from the County to Anthem providers, a consent form from the member must be signed, in accordance with</li> </ol>

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	<p>authorization from Members regarding to whom test results should be forwarded:</p> <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 forwarded to provider under strict adherence to confidential regulations.</li> </ul> <p>3. Test site will receive written consent to put name on claim form, per CCR, Section 121022.</p>	<p>applicable state and federal law. PCPs will request that Members provide written authorization to obtain test results.</p> <p>2. Anthem will educate contracting providers on the proper procedures for obtaining test results and intra-office confidentiality requirements to be followed.</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 Anthem 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 Anthem.</p>	<p>1. Anthem will encourage contracting providers to contact the test site if results have not been returned within 30 days.</p> <p>2. Anthem will 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. Anthem 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 Anthem with a listing of locations and times when anonymous and confidential HIV testing is available.</p>	<p>1. Anthem will inform Members of the availability of confidential and anonymous HIV testing from HIV test sites.</p> <p>2. Anthem makes health education materials, including</p>

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		STI and HIV materials, available to contracting providers at no cost to them by provider written request.
<b>BILLING</b>	N/A	N/A
<b>QUALITY IMPROVEMENT AND DATA COLLECTION</b>	<ol style="list-style-type: none"> <li>1. Submit available HIV data to Anthem.</li> <li>2. Share with Anthem relevant HIV/AIDS disease reports, as requested.</li> <li>3. Participate in Anthem's Quality Improvement Program, as Anthem requests.</li> </ol>	<ol style="list-style-type: none"> <li>1. Maintain quality improvement program in accordance with the requirements of the Medi-Cal Agreement and Knox Keene Health Care Service Plan Act.</li> <li>2. Inform contracting providers, including laboratories, of legal reporting requirements related to AIDS diagnosis.</li> </ol>
<b>MONITORING AND CONFLICT RESOLUTION</b>	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to assess and coordinate mutual HIV project goals.</li> <li>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.</li> <li>3. Conduct an annual review of this Agreement.</li> </ol>	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to monitor this Agreement.</li> <li>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.</li> <li>3. Conduct an annual review of this Agreement.</li> </ol>
<b>REIMBURSEMENT</b>	N/A	N/A
<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.</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>1. ANTHEM 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</li> </ul> </li> </ol>

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	<p>Section 17921 <i>et. seq.</i></p> <ul style="list-style-type: none"> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> <p>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.</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 will notify Anthem 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.</p>	<p>56.37)</p> <p>2. Anthem will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem or anyone else including state agencies.</p> <p>3. Anthem 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.</p>
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 Blue Cross of California Partnership  
 Plan, Inc.

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 Date

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 County

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 Date