

CONTRACT REQUEST (Submit 3 copies) **Expedite** (complete Items 15 and 16)

5520

1. Agreement/Amendment number 12-10025	2. Transaction amount \$0	3. Agreement total \$0	4. Term start date and end 7/1/2012 6/30/2017
5. Contractor's/Grantee's name Department of Health Care Services			6. Federal I.D. number 68-0317191
7. Contact person's name Stephen Halley, Acting Division Chief			8. Contact person's telephone number (916) 552-9400

9. **Agreement Type** (Enter an "X" in front of the numbered item(s) that matches the service type. Confirm the choice against CMU's Decision Trees.)

<input type="checkbox"/> 1 Consultant (Not for universities or government entities)	<input type="checkbox"/> 8 CSU – California State University Campus or Trustees (Not for Foundations)
<input type="checkbox"/> 2 Direct Services to Public/Subvention	<input type="checkbox"/> 9 UC – University of California Campus or The Regents of UC
<input type="checkbox"/> 3 Grant Award (authorized by program statute)	<input type="checkbox"/> 10 Other (Room/booth rental, stipends, classified ads, memberships, etc.)
<input type="checkbox"/> 4 Personal Service (Non-IT)	<input type="checkbox"/> 11 Information Technology (Consultant) – Non-CMAS on STD 213
<input type="checkbox"/> 5 Business service (Non-IT)	<input type="checkbox"/> 12 Information Technology (Personal/Maintenance) – Non-CMAS on STD 213
<input type="checkbox"/> 6 Public Works (Construction)	<input type="checkbox"/> 13 Incoming Funds – Reimbursement/revenue producing
<input checked="" type="checkbox"/> 7 State Agency, Department, Board or Commission of any State	

10. **Business Type** (Enter an "X" in the appropriate box indicating the Contractor's business type. Confirm the choice with Contractor or on STD 204)

<input type="checkbox"/> 1 For Profit Entity Individual, commercial business, partnership, joint venture, incorporated or unincorporated organization, etc.
<input type="checkbox"/> 2 Nonprofit Entity Public or private incorporated organization, e.g., College Foundation. Maintain proof of nonprofit status in program files.
<input checked="" type="checkbox"/> 3 Government Entity City, County, California State agency, CSU campus/trustees, federal agency, another state, etc.
<input type="checkbox"/> 4 Public Entity UC campus/Regents, school/water/utility district, other municipality, joint powers agency, etc.

11. **For Profit Contractor Information – (Complete if Business Type in Item 10 is 1)** N/A — Multi-owner corporation

a. Owner's Gender (Enter "X" by one) — (Enter data of the person with 51% or more ownership interest. If none, mark "N/A" above) Male Female

b. Owner's Ethnicity (Enter "X" by one)..... Asian-Indian Black Hispanic Native American Pacific-Asian Other (specify) _____

c. Owner's Race (Enter "X" by one)..... American Indian/Alaska Native Asian White Black or African American Native Hawaiian or Other Pacific Islander Other (specify) _____

12. **DVBE Participation** N/A — Types 2, 3, 7, 8, 9, 10, 13 N/A — Business Type is 3 or 4 N/A — Amendment (no funds added)

% DGS-certified DVBE usage achieved Good Faith Effort Waived by CMU or Control Agency (attach proof of waiver) N/A-Contract under \$10,000

DVBE Incentive was granted during solicitation Contractor is DGS-certified DVBE

DGS-certified DVBE subcontractors being used _____ Total number of DVBE subcontractors _____ Total dollars to all DVBE subcontractors _____

13. **Small Business Status (Enter "X" by one)** 1 – DGS-certified Small or Microbusiness 2 – Not a small business or not DGS-certified

Non-small business contractor using DGS-certified Small Business or Microbusiness for 25% or more of agreement amount, preference granted.

_____ Total number of DGS-certified small business subcontractors used in this agreement

_____ Total dollar amount to all DGS-certified small business subcontractors in this agreement

14. **Funding — (Complete all that apply):**

<input type="checkbox"/> Federal Funds Total \$0	<input type="checkbox"/> State-Matching Funds Total \$0	<input type="checkbox"/> State Funds Only Total \$0	<input type="checkbox"/> Local Assistance \$0	Bond— _____ bond name/number Total \$0
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15. **Expedite Handling Reason** — (Enter "X" as applicable) (Note — Must be approved by Chief Deputy Director or Above and approval attached)

<input type="checkbox"/> Emergency	<input type="checkbox"/> Politically sensitive to CDPH Director, Legislature, or Governor	<input type="checkbox"/> Cash flow problems of Contractor	<input type="checkbox"/> Other (attach justification)
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16. Explain the issues below: (a) Why is expedite handling required, (b) what negative consequences will occur if the request is denied, and (c) if applicable, why was the agreement or amendment not processed timely?

17. Funding Program Contact Information/Agreement Authorization

Program analyst's name Diana Nguyen	Program analyst's email address Diana.Nguyen@cdph.ca.gov
Program analyst's telephone number (916) 650-0411	Program analyst's Fax number (916) 650-0309
Division name of funding program Maternal, Child and Adolescent Health Division	Section name of funding program MCAH Contracts and Grants

Mailing address (Street address, room number, mail station code, if appropriate, PO Box) 1615 Capitol Avenue, 5 th floor, P.O. Box 997420, MS 8305	City Sacramento	State CA	Zip code 95899-7420
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Division Chief or Above Signature 	Printed name/title of person signing Shabbir Ahmad, D.V.M., MS, Ph.D, Title V MCAH Director	Date signed 6-8-12
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SHORT FORM CONTRACT

(For agreements up to \$9,999.99)

STD 210_CDPH (3/11)

DHCS 12-89137

REGISTRATION NUMBER

CONTRACT NUMBER

AM. No

FEDERAL TAXPAYER ID NO.

12-10025

68-0317191

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.

SUBMIT INVOICE(S) IN TRIPLICATE TO:

California Department of Public Health
Maternal, Child and Adolescent Health Division/
Office of Family Planning
P.O. Box 997420
1615 Capitol Avenue, MS 8305
Sacramento, CA 95899-7420

FOR STATE USE ONLYSTD 204 N/A ON FILE CERTIFIED SMALL BUSINESSCCCs N/A ON FILE SB CERT NO: DVBE % N/A GFE If exempt from bidding (Explain below)SCM 306.A.1

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.

California Department of Public Health

CONTRACTOR'S NAME, hereafter called the **Contractor**.

Department of Health Care Services

2. The agreement term is from

July 1, 2012 through June 30, 2017

3. The maximum amount payable is

\$ 0

pursuant to the following charges:

Personnel \$ 0 Operating \$ 0 Travel \$ 0 Other \$ 0 (Attach list, if applicable)

4. Payment terms (Note: all payments are in arrears.)

 ONE-TIME PAYMENT (Final Lump Sum) MONTHLY QUARTERLY ITEMIZED INVOICE OTHER

Payment terms not applicable - agreement results in \$0

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done, and include work specifications, if applicable.)

 Additional Pages/Exhibits Attached

Exhibit A - Additional Provisions

15 pages

Exhibit B - HIPAA Business Associate Addendum

11 pages

6. Exhibits (The items checked in this area are hereby incorporated by reference and made a part of this agreement by this reference whether or not attached)

 GTC* GIA*

610

* View at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Other Exhibits

Exhibit A - Additional Provisions; See Exhibit A, Provision 2 for additional incorporated exhibits.

In Witness Whereof, this agreement has been executed by the parties identified below.

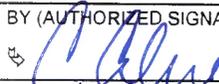
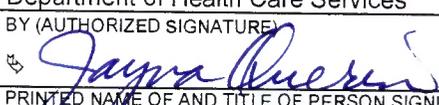
STATE OF CALIFORNIA			CONTRACTOR			
AGENCY NAME California Department of Public Health			CONTRACTOR'S NAME (if other than an individual, state whether a corporation, Department of Health Care Services			
BY (AUTHORIZED SIGNATURE) 	Date Signed 6/28/12		BY (AUTHORIZED SIGNATURE) 	Date Signed 6/26/12		
PRINTED NAME AND TITLE OF PERSON SIGNING Christine Alire, Chief, CPSS			PRINTED NAME OF AND TITLE OF PERSON SIGNING Jayna Querin, Chief, Contract Management Unit			
ADDRESS 1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377			ADDRESS 1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7499			
FUND TITLE	ITEM Number	F.Y.	Chapter	Statute	FY/PCA/Prog Index/Object/Agency Object/Proj #/Work Phase	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			Signature of Accounting Officer <input checked="" type="checkbox"/> Signature not required for a no cost transaction.			Date Signed

Exhibit A
Additional Provisions

1. Scope of Work Continued

A. Introduction and Purpose

The California Department of Health Care Services (DHCS) is the authorized state agency for the administration of Title XIX (Medi-Cal Federal Financial Participation) of the Social Security Act of 1935, as amended. Within DHCS, authority and responsibility for the conduct of the program authorized by Title XIX of the Act has been delegated to the Director, of DHCS. The California Department of Public Health (CDPH) is the authorized state agency for the administration of Title V (Federal Block Grant) of the Social Security Act of 1935, as amended. Within the California Department of Public Health (CDPH), authority and responsibility for the conduct of the program authorized by Title V of the Act has been delegated to the Chief, Center for Family Health, of Maternal, Child and Adolescent Health (MCAH/CDPH) and Office of Family Planning (OFP/CDPH).

The MCAH/CDPH and OFP/CDPH has the lead role to administer the federal MCH Block Grant as the Title V lead agency as well as administer the Family Planning, Access, Care and Treatment (Family PACT/CDPH) program. In this effort, MCAH/CDPH assists the Title XIX agency in the implementation of health care reform through managed care, uniform eligibility for service, and the public health administration of Medicaid.

Title V establishes state programs through which federal and state funds are used to assure high quality, comprehensive and coordinated systems of health care for women, infants, children and adolescents. With the implementation of Medi-Cal/DHCS Managed Care and Child Health and Disability Prevention (CHDP/DHCS) Gateway program, expansion of services and changes in Medi-Cal/DHCS eligibility criteria for children and pregnant women the need for coordination and interaction between Title V and Title XIX has become particularly important to the effective and efficient delivery of health care and related services to this population. This Interagency Agreement (IA) between the two state programs is an important element in fostering program coordination.

B. This contract is mandated by Health and Safety Code 123225-123255. It is agreed by the parties that the following are the mutual objectives and the specific responsibilities of the Title V (Federal Block Grant) and XIX (Medi-Cal Federal Financial Participation) agencies;

1. Ensure and support the provision of a comprehensive, coordinated, and accountable health services delivery system for all eligible women, infants, children and adolescents.

a. To achieve this objective, Medi-Cal/DHCS shall assume the follow responsibilities:

- 1) Develop reimbursement methodologies for the payment of maternal, infant, child, and adolescent health care services which are sufficient to enlist enough providers so care and services are available under Medi-Cal/DHCS, including Family PACT/CDPH, at least to the extent such care and services are available to the general population.
- 2) Support the retention of culturally and linguistically competent and geographically strategic, safety net and traditional providers of maternal, child, and adolescent health services who have a positive track record of serving the Medi-Cal/DHCS population when setting Medi-Cal/DHCS managed care policies.

Exhibit A
Additional Provisions

- 3) Develop, in cooperation with Maternal, Child and Adolescent Health (MCAH/CDPH), Family Planning, Access, Care, and Treatment (Family PACT/CDPH), and Children's Medical Services (CMS/DHCS), provider manuals and billing instructions, and provider training relative to health care scope of benefits and services for eligible populations.
 - 4) Develop, in cooperation with MCAH/CDPH and CMS/DHCS, health care standards, guidelines and administrative procedures for providers who deliver MCAH/CDPH, Family PACT/DHCS, Child Health and Disability Prevention (CHDP/DHCS), and California Children Services (CCS/DHCS) services to Title XIX eligible beneficiaries by utilizing professional medical, nursing, health education, social work and nutrition expertise.
- b. To achieve this objective, MCAH/CDPH and CMS/DHCS shall assume the following responsibilities:
- 1) Participate in the joint development and implementation of pilot projects for the eligible population as required by legislation or to test new models of health care delivery.
 - 2) Maintain a specialty provider network of qualified health care professionals and special care treatment centers for the complex care of children with CCS/DHCS-eligible conditions.
 - 3) Develop, in cooperation with the Medi-Cal/DHCS program, including Family PACT/CDPH, provider manuals and electronic billing instructions, and provider training relative to health care scope of benefits and services for eligible populations.
 - 4) Develop, in cooperation with the Medi-Cal/DHCS program, health care standards, guidelines and administrative procedures for providers that deliver MCAH/CDPH, Family PACT/CDPH, CHDP/DHCS, and CCS/DHCS services to Title XIX eligible beneficiaries by utilizing professional medical, nursing, health education, social work and nutrition expertise.
2. Ensure the provision of high quality health care by Title V and Title XIX-funded organizations and providers that meet professional practice standards.
- a. To achieve this objective, Medi-Cal/DHCS shall assume the follow responsibilities:
- 1) Develop in cooperation with MCAH/CDPH and CMS/DHCS, standards for qualified obstetrical and pediatric providers to provide direct health care services to Medi-Cal/DHCS beneficiaries, including the use of CCS/DHCS-approved health care professionals for delivery of services to Medi-Cal/DHCS beneficiaries with CCS/DHCS eligible conditions.
 - 2) Participate and collaborate with the Title V program in the development of program policies, regulations and quality of care standards for services to women, infants, children and adolescents, particularly for services to pregnant women and children with special health care needs.

Exhibit A
Additional Provisions

- 3) In cooperation with MCAH/CDPH and CMS/DHCS, establish quality improvement standards and performance measures relative to the delivery of maternal, child and adolescent health care by Medi-Cal/DHCS managed care.
 - 4) Set the standards for and approve the providers of major organ transplants that deliver services to those infants and children who are case managed by the CCS/DHCS program.
 - 5) Participate with MCAH/CDPH and CMS/DHCS staff in the oversight and monitoring of preventive and primary care service delivery to women, infants, children and adolescents enrolled in contracting Medi-Cal/DHCS managed care plans and in Medi-Cal/DHCS fee for service.
- b. To achieve this objective, MCAH/CDPH and CMS/DHCS shall assume the following responsibilities:
- 1) Participate in and collaborate with the Medi-Cal/DHCS program in the development of program policies, regulations and quality of care standards for services to women, infants, children and adolescents, particularly pregnant women and children with special health care needs.
 - 2) Provide case management for Medi-Cal/DHCS beneficiaries with CCS/DHCS-eligible conditions, to include but not be limited to: assessing the qualifications of and selecting the most appropriate providers and sites for care; authorizing funding for services; determining the appropriateness of treatment plans; and coordinating care with other agencies.
 - 3) Participate with Medi-Cal/DHCS managed care staff in the oversight and monitoring of preventive and primary care service delivery to women, infants, children and adolescents enrolled in contracting Medi-Cal/DHCS managed care plans and in Medi-Cal/DHCS fee for service.
3. Improve access to perinatal and preventive health care services for low-income women, pregnant women, adolescents, children and children with special health care needs.
- a. To achieve this objective, Medi-Cal/DHCS shall assume the following responsibilities:
- 1) Refer all potentially eligible Medi-Cal/DHCS beneficiaries with CCS/DHCS eligible conditions, to the CCS/DHCS program for case management and authorization of services.
 - 2) Develop eligibility procedures which facilitate access to the Medi-Cal/DHCS program for eligible women, infants, children and adolescents, including informing all eligible individuals about the importance of preventive health care. This shall include the CHDP/DHCS Gateway, deemed Medi-Cal/DHCS eligibility for infants, presumptive eligibility, Family PACT/CDPH and school lunch programs.
 - 3) Develop and produce outreach and program orientation materials and oversee the implementation of outreach campaigns to encourage women and adolescents to apply for Medi-Cal/DHCS coverage and apply for coverage on behalf of their infants and children and utilize preventive health care services.

Exhibit A
Additional Provisions

- 4) Develop and implement Medi-Cal/DHCS provider recruitment strategies, and support retention of providers through efforts such as development and distribution of user-friendly provider manuals and electronic billing instructions, data reports that support provider outreach/liaison activities, and provider training.
- b. To achieve this objective, MCAH/CDPH and CMS/DHCS shall assume the following responsibilities:
- 1) Identify and fund local health departments and other contractors to provide the infrastructure for health care programs which may be utilized to provide services to Medi-Cal/DHCS Program beneficiaries and other low income women, infants, children and adolescents.
 - 2) Support provider outreach and continuous recruitment activities to ensure the network of qualified providers is sufficient to allow access to quality health care services.
 - 3) Develop and promulgate regulations that define the population of children with special health care needs that are eligible for services in California through the Title V designated program.
 - 4) Provide health education, maternal, infant, child and adolescent health expertise in the development of outreach and education materials (e.g., "Folic Acid- Every Woman Every Day" or "Sweet Success for You and Your Baby" (for pregnant, diabetic women)) to the eligible population.
 - 5) Certify perinatal providers to deliver comprehensive perinatal services to Medi-Cal/DHCS eligible beneficiaries in fee-for-service reimbursement systems and provide technical assistance to Medi-Cal/DHCS managed care plans regarding qualified personnel to deliver these services.
 - 6) Conduct prenatal care guidance and other outreach programs and assist in statewide media efforts to improve access for Medi-Cal/DHCS eligible women, infants, children and adolescents. This includes the operation of a widely-advertised toll- free maternal, child and adolescent health telephone line.
 - 7) Maintain and make available for use a maternal and child health provider resource directory and database.
4. Ensure maximum utilization of Title XIX funds by Title V contractors and providers, including reimbursement by Medi-Cal/DHCS for all medically necessary services within the Medi-Cal/DHCS scope of benefits.
- a. To achieve this objective, Medi-Cal/DHCS shall assume the follow responsibilities:
- 1) Seek formal input from Title V staff into the development of Medi-Cal/DHCS fee-for-service and managed care rates and reimbursement mechanisms for the services which are provided by Title V contractors and providers, or provided to Title V eligible individuals.
 - 2) Reimburse Title V contractors and providers, managed care plans, and CHDP/DHCS providers which are Medi-Cal/DHCS contractors in accordance with current Medi-

Exhibit A
Additional Provisions

Cal/DHCS rates and fees for all services within the scope of Medi-Cal/DHCS benefits provided to Medi-Cal/DHCS beneficiaries.

- 3) Reimburse authorized providers for services delivered to Medi-Cal/DHCS beneficiaries with CCS/DHCS eligible conditions whose care was approved by the appropriate CCS/DHCS agency.
- b. To achieve this objective, MCAH/CDPH and CMS/DHCS shall assume the following responsibilities:
- 1) Require all direct service providers of Title V funded contractors to be Medi-Cal/DHCS providers and CHDP/DHCS providers and ascertain the Title XIX eligibility status of its clients.
 - 2) Ensure that Title V funded contractors and providers bill for services provided to Medi-Cal/DHCS beneficiaries in a manner prescribed by Medi-Cal/DHCS, or by a contracting Medi-Cal/DHCS managed care plan if such contractors and providers are part of a plan's provider network.
5. Plan and support the delivery of training and education programs for health professionals and the community, including beneficiaries of Title XIX and Title V services.
- a. To achieve this objective, Medi-Cal/DHCS shall assume the follow responsibilities:
- 1) In cooperation with MCAH/CDPH and CMS/DHCS, develop and implement joint training and education programs for Medi-Cal/DHCS providers including managed care plans relative to the provisions of Title V-related services for women, infants, children, and adolescents.
 - 2) Require managed care plans to provide training to the network providers regarding appropriate care for Medi-Cal/DHCS women, infants, children, and adolescents with the assistance of local MCAH/CDPH, CHDP/DHCS, and CCS/DHCS programs.
 - 3) Collaborate with the Title V agency in providing training to all appropriate medical professionals, administrators, and health facilities regarding standards and quality of care.
- b. To achieve this objective, MCAH/CDPH and CMS/DHCS shall assume the following responsibilities:
- 1) In cooperation with Medi-Cal/DHCS, develop and implement joint training and education programs related to the provision of Title V-related services directed toward medical professionals, administrators, and other providers associated with health care facilities and organizations contracting with the Departments.
 - 2) Provide technical assistance and conduct training programs for perinatal providers regarding perinatal health education resources, community and agency referral resources and optimal delivery of comprehensive perinatal and Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services.
 - 3) Support the development and delivery of training programs for advanced practice clinicians, including certified nurse midwives, nurse practitioners and physician

Exhibit A
Additional Provisions

assistants who come from and/or are likely to return to work settings which serve large numbers of the eligible population.

6. Develop and implement data collection and reporting systems that support assessment, surveillance and evaluation with respect to health status indicators and health outcomes among the populations served by both programs.
 - a. To achieve this objective, Medi-Cal/DHCS shall assume the follow responsibilities:
 - 1) Provide the Title V Agency with access to a Medi-Cal/DHCS Management Information System for retrieval of provider information, including access to claims history files and provider enrollment information.
 - 2) Collect and share with the Title V programs performance outcome measures such as the Health Plan Employer Data and Information Set (HEDIS) to assist in surveillance and evaluation of health outcomes for the Medi-Cal/DHCS population.
 - b. To achieve this objective, MCAH/CDPH and CMS/DHCS shall assume the following responsibilities:
 - 1) Conduct statewide surveillance and assessment activities to obtain information to monitor health status and outcomes in conformity with Title V reporting requirements.
 - 2) Develop local governmental agency capacity in the use of standardized reporting of community maternal, child and adolescent health needs.
 - 3) In collaboration with Medi-Cal/DHCS, jointly explore ways to achieve integration and HIPAA compliance of CHDP/DHCS data and managed care encounter data. Data integration shall be accomplished in such a way as to ensure all Title V specified data elements are collected and retrievable.
7. Improve ongoing inter/intradepartmental communication between staff of the two programs for information sharing, problem solving, and policy setting.
 - a. To achieve this objective, Medi-Cal/DHCS shall assume the follow responsibilities:
 - 1) Share information with Title V designated programs regarding the development and/or implementation of legislation and regulations that affect the delivery of health care services to women, infants, children and adolescents.
 - 2) Maintain regular, formal communication with the Title V Agency to discuss changes in the service delivery system, including State Plan amendments and waivers.
 - b. To achieve this objective, MCAH/CDPH and CMS/DHCS shall assume the following responsibilities:
 - 1) Consult with and provide technical assistance and consultation to the Medi-Cal/DHCS Field Office staff and Medi-Cal/DHCS Managed Care Division staff relative to training and education needs and coordination of patient care for the populations served by both programs.

Exhibit A
Additional Provisions

- 2) Share information with Title XIX designated programs regarding the development and/or implementation of legislation and regulations that affect the delivery of health care services to women, infants, children, and adolescents.
 - 3) Share listings of approved providers with Medi-Cal/DHCS staff to assure women, infants, children and adolescents receive care from appropriate providers.
 - 4) Maintain regular, formal communication with the Title XIX Agency to discuss changes in the service delivery system, including State Plan amendments and waivers.
8. Maintain adequate Title XIX and Title V program staff with the expertise necessary to carry out the specific functions and responsibilities of providing direct support in administering the Title XIX program.
- a. To achieve this objective, Medi-Cal/DHCS shall assume the follow responsibilities:
 - 1) Recruit, hire and maintain sufficient program staff with appropriate expertise for the efficient administration of the Title XIX program, including but not limited to the development of policies, regulations and quality of care standards for the provision of direct health care services to Medi-Cal/DHCS women, infants, children and adolescents.
 - b. To achieve this objective, MCAH/CDPH and CMS/DHCS shall assume the following responsibilities:
 - 1) Recruit, hire and maintain program staff that has perinatal and child health administrative, clinical, and evaluation knowledge and expertise, including but not limited to pediatricians, OB-GYNs, and family practice physicians, nurses with OB-GYN and pediatric experience, nutritionists, social workers, health educators, and occupational and physical therapists.
 - 2) Interpret Medi-Cal/DHCS policies to Title V-funded organizations and agencies contracting with the Departments and their networks of providers.
 - 3) Maintain liaison relationships with pediatric and obstetrical professional organizations and maternal, infant, child and adolescent advocacy groups for input in program planning and policy development.
9. Maximize utilization of third party resources available to Title XIX recipients.
- a. To achieve this objective, Medi-Cal/DHCS shall assume the follow responsibilities:
 - 1) Use the other coverage information to cost avoid or seek post-payment recoveries from insurance carriers, tort lawsuits, or Medicare as required under the Title XIX State Plan.
 - 2) Process referrals for the Medi-Cal/DHCS premium payment programs, initiating payment of health coverage premiums when cost effective to do so.

Exhibit A
Additional Provisions

- 3) Provide training to MCAH/CDPH and CMS/DHCS, as needed, on the identification and reporting of other health coverage, and tort claims, and the Medi-Cal/DHCS premium payment programs.
- b. To achieve this objective, MCAH/CDPH and CMS/DHCS shall assume the following responsibilities:
- 1) Identify and report to the Medi-Cal/DHCS Third Party Liability (TPL) Division any other health coverage available to a Title XIX recipient. Other health coverage may include Medicare, private health insurance, or coverage available through a Health Maintenance Organization or similar plan.
 - 2) Identify and report to the TPL Division Title XIX recipients who may be eligible to participate in the Medi-Cal/DHCS premium payment programs because of high-cost medical needs.
 - 3) Identify and report to the TPL Division information on any tort claim brought by, or on behalf of, a Title XIX recipient as the result of an injury received by such recipient.

C. Goal of the Agreement

The goal of this Agreement is to protect and improve the health of California's women, infants, children and adolescents, particularly those who are low-income. To achieve this goal the Title XIX and Title V agencies will develop and implement initiatives that systematically address preventable diseases and conditions; strengthen relationships with local health agencies and expand partnerships with multi-cultural and ethnic organizations; work to close the gaps in health status and access to care among the state's maternal, child and adolescent health population; and, develop and implement standards of care, program policies, data collection and surveillance processes, and contract and reimbursement systems that promote outcome-oriented and business-like approaches to the administration of Title XIX and Title V programs.

2. Additional Incorporated Exhibits

A. The following additional exhibits are attached, incorporated herein, and made a part hereof by this reference:

- 1) Exhibit B HIPAA Business Associate Addendum 11 pages

3. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health	Department of Health Care Services
Shabbir Ahmad, Title V MCAH Director Maternal, Child and Adolescent Health Division Telephone: (916) 650-0300 Fax: (916) 650-0305 Email: Shabbir.Ahmad@cdph.ca.gov	Stephen Halley, Acting Division Chief Medi-Cal Benefits, Waivers Analysis, and Rates Division Telephone: (916) 552-9400 Fax: (916) 552-9602 Email: Stephen.Halley@dhcs.ca.gov

Exhibit A
Additional Provisions

B. Direct all inquiries to:

California Department of Public Health	Department of Health Care Services
Maternal, Child and Adolescent Health Division Attention: Shabbir Ahmad Mail Station Code 8305 1615 Capitol Avenue, 5th Floor P.O. 997420 Sacramento, CA 95899-7420 Telephone: (916) 650-0300 Fax: (916) 650-0305 Email: Shabbir.Ahmad@cdph.ca.gov	Medi-Cal Benefits, Waivers Analysis, and Rates Division Attention: Stephen Halley, Acting Division Chief Mail Station Code 4600 1501 Capitol Avenue, 4 th Floor P.O. Box 997413 Sacramento, CA 95899-7413 Telephone: (916) 552-9400 Fax: (916) 552-9602 Email: Stephen.Halley@dhcs.ca.gov

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

4. Cancellation / Termination

- A. This agreement may be cancelled by CDPH or DHCS **without cause** upon 30 calendar days advance written notice to the other party.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The DHCS may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the DHCS fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the DHCS. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the DHCS shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the DHCS shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

5. Confidentiality of Information

- A. The DHCS and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed to the DHCS, his/her employees, agents, or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.

Exhibit A
Additional Provisions

- B. The DHCS and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the DHCS's obligations under this agreement.
- C. The DHCS and its employees, agents, or subcontractors shall promptly transmit to the CDPH program contract manager all requests for disclosure of such identifying information not emanating from the client or person.
- D. The DHCS shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH program contract manager, except if disclosure is required by State or Federal law.
- E. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

6. Dispute Resolution Process

If a dispute arises between the DHCS and CDPH, the DHCS must seek resolution using the process outlined below.

- A. The DHCS should first informally discuss the problem with the CDPH program contract manager. If the problem cannot be resolved informally, the DHCS must direct the grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the DHCS's position and the remedy sought. The Branch Chief must render a decision within ten (10) working days after receipt of the written grievance from the DHCS. The Branch Chief shall respond in writing to the DHCS indicating the decision and reasons therefor. Should the DHCS disagree with the Branch Chief's decision, the DHCS may appeal to the second level.
- B. When appealing to the second level the DHCS must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The DHCS shall include with the appeal a copy of the DHCS's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the DHCS to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the DHCS within twenty (20) working days of receipt of the DHCS's second level appeal. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of the Department.
- C. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH program contract manager.
- D. There are organizational differences within CDPH' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the DHCS shall be notified in writing by the CDPH program contract manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Exhibit A
Additional Provisions

7. General Principles of Agreement and Broad Respective Responsibilities

A. General Principles of Agreement

1. Because there is significant congruity of program objectives and overlap of eligible and target populations, the parties hereto, by entering into this Agreement, agree there are potential benefits from cooperation between Title XIX and Title V in the attainment of the goal of this Agreement.
 - a. These benefits include:
 - 1) Promotion of quality and continuity of care.
 - 2) Compliance with state and federal statutes, regulations and guidelines requiring the proper expenditure of public funds for the administration of a Medical Assistance Program and certification of health care providers.
 - 3) Shared expertise among staff and to obtain the best utilization of personnel and resources.
 - 4) Reduction of unnecessary duplication and overlap of effort.
 - 5) Assurance that the services provided under Title XIX and Title V are consistent with the needs of recipients and the two programs' objectives and requirements, and are complementary and supportive of each others' goals.
2. By entering into this Agreement, it is the intent and purpose of the parties to establish the means for practical working relationships between the parties for the purpose of providing and promoting prompt access to high quality health care and services for women, infants, children and adolescents eligible for benefits under Title XIX and Title V of the Social Security Act, as amended. Together these programs have the capacity to reduce maternal, infant and child morbidity and mortality and promote the health of women, infants, children and adolescents.
3. It is an expressed goal of DHCS and CDPH to achieve the Healthy People 2010 Objectives in California as they apply to women, infants, children and adolescents. Within DHCS and CDPH, the Title XIX and Title V agencies are charged with direct responsibilities with respect to these federal and state objectives.
4. Programs within the Departments that impact women, infants, children and adolescents and are under the supervision of the signatory DHCS Program or CDPH Center will make resources available to achieve the goals and objectives consistent with this Agreement.
5. The Title V designated program will identify women, infants, children and adolescents who are potentially eligible for Medi-Cal/DHCS, including the Family Planning, Access, Care and Treatment (Family PACT/CDPH) program and, once identified, aid them in applying for such assistance and in accessing services. The Child Health and Disability Prevention (CHDP/DHCS) program, Children's Medical Services (CMS/DHCS) program shall serve as a Gateway to Medi-Cal/DHCS and Healthy Families for eligible children and their families.

Exhibit A
Additional Provisions

6. The Title V designated programs, including Title V-funded programs in DHCS, i.e., CMS/DHCS, Primary and Rural Health Division (PRHS/DHCS) and Audits and Investigations (A&I) are responsible for needs assessment, program planning, development, implementation, review and evaluation of maternal, infant, child, and adolescent health services in the State.
7. The Medi-Cal/DHCS program is responsible for paying for those medically necessary program benefits to eligible Medi-Cal/DHCS beneficiaries delivered by the Title V programs which are enrolled as providers. If an individual is eligible for services covered by both the Medi-Cal/DHCS program and the Title V designated program, Title V shall be the payer of last resort and Title XIX funds will be utilized to reimburse the Medi-Cal/DHCS program.
8. The Early and Periodic Screening, Diagnosis and Treatment (EPSDT) benefit in California is provided through Title XIX and through the CHDP program administered by CMS/DHCS, Department of Health Care Services. Title V, in collaboration with Title XIX, is responsible for outreaching to and informing all EPSDT eligible individuals about the importance of preventive pediatric health care, and setting standards for preventive pediatric services, service delivery and service providers. Title XIX is responsible for the administration of the diagnostic and treatment service components.
9. The Title V designated programs will maintain confidentiality of the names and medical records of Medi-Cal/DHCS eligible beneficiaries in accordance with applicable state statute and regulations and the federal Health Insurance Portability and Accountability Act (HIPAA).
10. To assure high quality, coordinated services for women, infants, children and adolescents there will be joint development of policies and regulations between the Title XIX and Title V programs on services affecting this population.
11. All parties to this Agreement will keep each other apprised, at all times of those services and scope of benefits that are available to individuals pursuant to federal or state law, regulations or guidelines.
12. It is understood among all parties that reference to Medi-Cal/DHCS beneficiaries in this Agreement includes women, infants, children and adolescents in both the Medi-Cal/DHCS fee-for-service and managed care systems.
13. In the implementation of the expansion of Medi-Cal/DHCS managed care there will be coordination and collaboration in the development and implementation of managed care programs and systems for Medi-Cal/DHCS beneficiaries as it relates to policies and procedures for services delivered to women, infants, children and adolescents.
14. There will be sharing of data in accordance with applicable state statutes and regulations and the federal HIPAA and participation in joint planning efforts to identify service delivery gaps and to improve the delivery of services to women, infants, children and adolescents.
15. The Chiefs of the Title V-funded programs in CDPH and DHCS and the Medi-Cal/DHCS program will each designate from their respective staff appropriate liaisons whose responsibilities shall include regular and periodic communication about the programs and their policies and operations described in this Agreement. These areas of discussion shall include, but not be limited to: EPSDT screening services, benefits and supplemental services, high risk infant follow up program, services to Children with Special Health Care Needs (CSHCN/DHCS), chronic disease case management, Comprehensive Perinatal

Exhibit A
Additional Provisions

Services Program (CPSP/CDPH), California Diabetes and Pregnancy program, Regional Perinatal Program Coordination (RPPC/CDPH), Teen parenting and Teen Pregnancy Prevention programs, Black Infant Health program, services to children in foster care, local health jurisdiction MCAH services, managed care, and new programs and benefits.

B. Broad Respective Responsibilities

1. Nothing in this Agreement should be construed to remove responsibility for these functions. No party to this Agreement may assume the responsibilities of any other party unless such is specifically delegated as a term of this Agreement.

a. The following are broad fundamental responsibilities of the respective parties to this Agreement:

- 1) Medi-Cal/DHCS is responsible for the conduct of the Title XIX program as mandated by appropriate federal and state statutes and regulations and as described in the Title XIX State Plan and related documents. (Citations: 42 U.S.C. Sections 1396 through 1397v; title 42, Code of Federal Regulations, Part 430 through 456; Welfare and Institutions Code Sections 14000 through 14685).
- 2) MCAH/CDPH is responsible for administration of the Title V Block Grant, conduct of MCAH/CDPH program, provision of Title V funding to designated Title V programs in the DHCS including CMS, PRHD, A&I and the administration of the Family PACT program as mandated by appropriate federal and state statutes and regulations and as described in the appropriate section of the State Title V 5-Year Plan. (Citations: Health and Safety Code part 2, Article 1, Section 123225-125550, amended by Stats. 1995, Ch. 415, Welfare and Institutions Code, Division 24, Section 24000 - 24024).
- 3) CMS/DHCS program is responsible for the conduct of the Child Health and Disability Prevention (CHDP/DHCS), California Children Services (CCS/DHCS), and the California Newborn Hearing Screening (NBHS/DHCS) programs as mandated by appropriate federal and state statutes and regulations and as described in the appropriate sections of the Title V 5-Year Plan. (Citations: Welfare and Institutions Code, Section 14103.8(a), Health and Safety Code, Sections 123800-123995, 124025-124111, 123975 and 124115, Government Code Sections 7570-7582 and the California Code of Regulations, Title 17, Section 6800-6868, Title 22, Section 41510-42801).

8. Authority for the Agreement

When the Medicaid program was enacted into law as Public Health Law 89-87 in 1965, the statute included a requirement that the State Medicaid agency develop cooperative arrangements with various state agencies responsible for administering or supervising the administration of health services. Amendments to the law in 1967 made the relationship between Title V and Medicaid explicit by mandating Agreements with the state Title V agency. The relevant provision of this federal Medicaid legislation was amended again in 1981 (§1902(a)(11) requiring a state's Medicaid plan to provide for the state Medicaid agency to enter into cooperative interagency arrangements with the state Title V agency. The amendments to Title V in the Omnibus Budget Reconciliation Act (OBRA) of 1981 were complementary to the Title XIX legislation by specifically requiring the Title V agency to participate "in the arrangement and carrying out of the coordination Agreements described in §1902(a)(11) of Title XIX." Later

Exhibit A
Additional Provisions

amendments to Title V, contained in OBRA 1989 and 1991, included a number of provisions which directly, or by implication, added requirements for MCAH/CDPH and Medicaid interaction and coordination on a state level, thereby heightening the importance of interagency agreements between the two programs.

There are also various federal Medicaid regulations and policies concerning Title V coordination and agreements. These rules (e.g., 42 C.F.R. 431.615(b) and 431.615(c)(4) elaborate on some of the features of mandated coordination with Title V programs.

The overall emphasis of both the Title XIX and Title V amendments and regulations concerning cooperative arrangements have underlined the importance to DHCS and CDPH of reaching specific agreements between the MCAH/CDPH and Medicaid (Medi-Cal/DHCS) programs on coordination of efforts for women, infants, children and adolescents. This IA, therefore, is entered into to enable DHCS and CDPH and their Title XIX and Title V programs to carry out the mandate of cooperation contained in the above and related provisions of federal law and state statutes and regulations.

9. Cooperative and Collaborative Methods and Arrangements

A. Arrangements for Reciprocal Referrals

In addition to the specific arrangements detailed in previous sections of the Agreement, each party to this Agreement agrees to identify and refer individuals eligible for sister programs to such programs, as appropriate.

B. Arrangements for Payments of Reimbursement

In addition to the specific arrangements detailed in previous sections of the Agreement, each of the parties to this Agreement will continue in their usual and customary fiscal relationships to their grantees, contractors, and providers, except as such relationships have been changed by the terms of this Agreement.

C. Arrangements for Exchange of Reports of Services Provided to Recipients of Title XIX

This Agreement provides for a free exchange of information as allowed by the respective rules and regulations of the Departments and of the parties and in accordance with applicable state statute and regulations and the federal HIPAA. Each party will ensure the protected of protected health information and personal, confidential information received and will use the information only for the purposes of carrying out the intent and purposes of the Agreement.

D. Arrangements for Periodic Review of the Agreement and Joint Planning for Changes

This Agreement will, upon its approval by appropriate federal officials, become part of the Title XIX State Plan and the 5-Year Title V MCAH/CDPH Plan.

Meetings will be held at least once a year, and more frequently if necessary, among the Division Chiefs, or their representatives, of the programs party to this Agreement for the purpose of reviewing the need for any changes or clarifications to the Agreement, carrying out the agreements specified herein, evaluating activities and policies set out and providing coordinated input to the required plans of the respective programs.

Exhibit A
Additional Provisions

At the request of either party to the Agreement, a formal review may be scheduled to modify, enlarge, or clarify this Agreement. Any changes in this Agreement will be subject to full discussion and concurrence in writing prior to incorporation into this document.

E. Continuous Liaison

Continuous liaison among the parties will be responsibility of the Chief of each of the programs as described in Section III of this Agreement and those staff designated as lead persons in their respective Divisions.

Exhibit B
HIPAA Business Associate Addendum

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").
- B. The California Department of Public Health ("CDPH") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.
- C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- E. As set forth in this Agreement Contractor is the Business Associate of CDPH that provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI.
- F. CDPH and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.
- G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.
- H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

II. Permitted Uses and Disclosures of PHI by Business Associate

- A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH.
- B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit, Business Associate may:

Exhibit B
HIPAA Business Associate Addendum

- 1) **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDPH.

III. Responsibilities of Business Associate

Business Associate agrees:

- A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CDPH; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide CDPH with its current and updated policies.
- C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing CDPH PHI. These steps shall include, at a minimum:
 - 1) complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;
 - 2) providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CDPH PHI from breaches and security incidents.

Exhibit B
HIPAA Business Associate Addendum

- D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.
- E. **Business Associate's Agents.** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of CDPH, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Exhibit into each subcontract or subaward to such agents or subcontractors.
- F. **Availability of Information to CDPH and Individuals.** To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for CDPH that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health care component health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- G. **Amendment of PHI.** To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by CDPH.
- H. **Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH's compliance with the HIPAA regulations.
- I. **Documentation of Disclosures.** To document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- J. **Notification of Breach.** During the term of this Agreement:
- 1) **Discovery of Breach.** To notify CDPH **immediately by telephone call plus email or fax** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Exhibit, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the CDPH ITSD Help Desk. Business Associate shall take:

Exhibit B
HIPAA Business Associate Addendum

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- 2) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within 72 hours of the discovery**, to notify the CDPH Program Contract Manager(s), the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
- i. What data elements were involved and the extent of the data involved in the breach,
 - ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
 - iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
 - iv. A description of the probable causes of the improper use or disclosure; and
 - v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 3) **Written Report.** To provide a written report of the investigation to the CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 4) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer shall approve the time, manner and content of any such notifications.
- 5) **CDPH Contact Information.** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public	Chief Information Security Officer Information Security Office California Department of Public

Exhibit B
HIPAA Business Associate Addendum

Manager information	Health P.O. Box 997377, MS 0505 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (916) 440-7671	Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874
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K. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

- 1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI.
- 2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- 3) Business Associate shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

IV. Obligations of CDPH

CDPH agrees to:

- A. **Notice of Privacy Practices.** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that CDPH HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).
- B. **Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. **Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by CDPH.

V. Audits, Inspection and Enforcement

From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any

Exhibit B
HIPAA Business Associate Addendum

violation of any provision of this Exhibit and shall certify the same to the CDPH Privacy Officer or the CDPH Chief Information Security Officer in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does CDPH's:

- A. Failure to detect or
- B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH's enforcement rights under this Agreement and this Exhibit.

VI. Termination

- A. **Termination for Cause.** Upon CDPH's knowledge of a material breach of this Exhibit by Business Associate, CDPH shall:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDPH;
 - 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or
 - 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. **Judicial or Administrative Proceedings.** Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. **Disclaimer.** CDPH makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

Exhibit B
HIPAA Business Associate Addendum

- B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH's request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:
- 1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by CDPH pursuant to this Section or
 - 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.
- G. **Survival.** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.
- H. **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit B
HIPAA Business Associate Addendum

Attachment 1
Business Associate Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Business Associate's workforce may access CDPH PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PHI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation

Exhibit B
HIPAA Business Associate Addendum

timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- J. **Data Sanitization.** All CDPH PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PHI, or which alters CDPH PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PHI can be encrypted. This requirement pertains to any type of CDPH PHI in motion such as website access, file transfer, and E-Mail.

Exhibit B
HIPAA Business Associate Addendum

- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing CDPH PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PHI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- a. **Disaster Recovery.** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

Data Backup Plan. Business Associate must have established documented procedures to backup CDPH PHI to maintain retrievable exact copies of CDPH PHI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PHI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PHI is contained shall be escorted and CDPH Protected Health Information shall be kept out of sight while visitors are in the area.

Exhibit B
HIPAA Business Associate Addendum

- C. **Confidential Destruction.** CDPH PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PHI must not be removed from the premises of the Business Associate except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** CDPH PHI shall only be mailed using secure methods. Large volume mailings of CDPH Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CSSI.