

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
ADVANCED TOTAL IMAGING, INC.**

THIS AGREEMENT is entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and **ADVANCED TOTAL IMAGING, INC.**, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing imaging services of existing MediCal client case files necessary for support of call center and regional intake operations.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payment

Attachment C – Classification and Description of Documents

Attachment H—HIPAA Business Associate requirements

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit “B,” and pursuant to the “unit rates” set forth in Exhibit A, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit “A.”

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor as set forth in Exhibit "B" based on the rates specified in Exhibit "A." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **Four Hundred Thousand Dollars, \$400,000.**

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2005 through March 31, 2006.

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be

insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
 . . .
- (b) Motor Vehicle Liability Insurance \$1,000,000
 . . .
- (c) Professional Liability \$1,000,000
 . . .

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;

- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. Where applicable, the Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

13. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

**Clarisa Simon Soriano,
Director of Automation
Human Services Agency
400 Harbor Blvd., Bldg. C
Belmont, CA 94002
650-802-7578**

In the case of Contractor, to:

**Rocci Trillo
Advanced Total Imaging, Inc.
361 Sinclair-Frontage Road
Milpitas, CA 95035
800-536-2212**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ADVANCED TOTAL IMAGING, INC.

Contractor's Signature

Date: _____

Long Form Agreement/Business Associate v 6/24/04



Proposal

for

County of San Mateo Human Services
Agency

for

Conversation of Case Files

Submitted To:

County of San Mateo Human Services
Agency

400 Harbor Blvd Build C
Belmont, CA 94002

SUBMITTED BY

ATI, Inc.
367 Sinclair-Frontage Road
Milpitas, CA 95035
(408) 942-1780 x 315

August 4, 2005

County of San Mateo Human Services Agency (County of San Mateo Human Services Agency), intends to convert its case files into a secure centralized environment. The conversion of the backlog documents will be approximately 1920 boxes (4,800,000 images and with an average of 218 pages per file folder)

This section describes the scanning and what would be performed by ATI, Inc. (ATI) when scanning the case files.

The entire conversion process must be properly planned and executed in order to provide a successful conversion in a timely manner with the least disruption to the County of San Mateo Human Services Agency daily operations.

This conversion can only be accomplished with good planning, experience and the commitment to a team approach between ATI and the County of San Mateo Human Services Agency. ATI will provide the County of San Mateo Human Services Agency with the most effective and efficient conversion possible.

After contract execution and prior to the start of the project production there are a number of critical events that must occur:

- County of San Mateo Human Services Agency will provide a representative sample of some case file document for review by ATI.
- ATI must provide a CD-ROM interchange test to validate that the scanning and index format for the County of San Mateo Human Services Agency's approval.
- Upon receipt of a Purchase Order and written notification of the successful review of the CD-ROM Interchange test, production conversion can begin.

Within this document ATI offers the County of San Mateo Human Services Agency a solution that addresses the need to convert documents from paper into a digital format.



Experience and Evidence of Financial Stability

ATI Inc, a California Corporation, formed its Imaging Services Division in 1990 after developing an Imaging System that processed large Backfile Conversions. The economies of scale afforded through a steady flow of large projects, combined with ATI's own technology, has enabled ATI to be a leading provider of large volume conversion services with close to one billion documents being converted in less than 10 years.



ATI is currently a CMAS vendor with a contract in place through December 31, 2007. Vendor # 3-03-70-2004A

ATI employs approximately 300 people throughout its US conversion operations with offices in California, Massachusetts and Virginia. The management team is well established and has been involved with some of the largest conversion projects undertaken in the US to date. ATI has significant experience (greater than 10 years) in converting information for the public sector throughout the country.

ATI's equipment inventory available for conversion is significant and constantly changing. In broad terms, ATI has the capacity to capture 3,000,000 pages of information per day through its range of capture devices.... be it fiche, film, or paper.

The field of Data Conversion at this scale is something that requires focused skills and significant experience. The track record and focused skills that ATI brings to a project underwrite its' success. A critical element to the planning of the conversion is an acceptance and integration of specifications required by the Imaging System into the conversion process. ATI will bring proven experience to this element of the conversion.



- a team approach consisting of ATI and Client members planning and executing together in phases to ensure milestones are met.
- use of ATI technology processes to ensure high quality image and index data output
- use of ATI technology to ensure quick turnaround
- use of ATI technology and proven procedures to safeguard media and information

ATI recognizes the fact that every backfile conversion sits squarely on the critical path to the realization of our customer's productivity gain and their ability to provide increased levels of service. As a result, ATI is a diligent partner in performing timely and successful conversion projects.

Scanning Conversion Pre-Production Activities

1. Document Tracking

As ATI receives the boxes of documents from the County of San Mateo Human Services Agency, each box will be logged into the ATI document tracking system to track boxes throughout the conversion process. In this way, ATI can provide emergency response to the County of San Mateo Human Services Agency to fulfill the need for an entire file or copies of specific pages.

Document Preparation:

Preparation of documents for scanning will require removing documents from file folder clips, removing staples and repair of damaged pages.

Breaker sheets will be placed in front of each section to be scanned. Documents will be arranged according to Attachment C – Classification and description of documents.

There will be a total of eight breaker sheets per file folder.

County of San Mateo Human Services Agency will provide the breaker sheets to ATI.



Capture:

Documents will be scanned at 200 dpi.

All images will be scanned right-read.

CD-ROM Titling

TBD

Output:

ATI will deliver images on DVD's.

DVD's will be available to the County of San Mateo Human Services Agency personnel on a scheduled basis by ATI.

Document Disposition:

After Scanning place documents back in file folders, documents do not have to be put back on file folder clips.

Documents are to be held at the ATI location for destruction.

Customer will send a letter of destruction after a review of the DVD's.

ATI will do the document destruction.



Document Type Specifications:

Media	Paper
Paper Type	Originals and copies
Page Sizes	8 ½ x 11 and some 11 x 17
Double sided	Approximately 5%
Document Type	Case Files
Quality	Fair to Good
Estimated Volume	4,800,000 images
Pages Per File	Approximately 218 pages

Output Specifications:

Documents will be scanned at 200 dpi.

Images will be scanned to industry standard.

Images will be burned to DVD.

Schedule and Location:

Start date will be determined after award of contract .

Completion date will be 60 day's from start date.

DVD's to be sent back to customer as completed.

All work to be completed at the ATI Milpitas location.

Customer Responsibilities:

All boxes will be clearly labeled with the customer name and case number from and to written on the face of each box.

Customer will supply breaker sheets.

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ASSUMPTIONS

It is important to note that these assumptions directly impact price. If any of the assumptions below change, then the price will be subject to revision.

- These prices are based upon the services described in this proposal, dated 08/04/2005.
- Document Preparation, removal of pages from files, remove staples, repair any torn pages and insert bar code sheets in front of each section in each file. A total of eight (8) bar code sheets per file folder. (Preparation of 1,000 pages per hour)
- Document Scanning (Scanning of 1,000 pages per hour)
- ATI will convert approximately 4,800,000 images.
- Page Sizes 8 ½ x 11 and some 11 x 17.
- Quality of paper is fair to good.
- Storage – All original documents will be maintained at the ATI location for 90 days after delivery of the images while awaiting image approval. Once approved, documents will be disposed of.
- ATI will perform a sampling using a small set of representative documents to validate the conversion and delivery process prior to full production.



Pricing Details:

Project fees:

Service Description	Estimated Quantity	Unit Rate	Estimated Investment
Document Preparation Services	Included	Included	\$ Included
Document Scanning	4,800,000	\$.075/per image	\$ 360,000.00
DVD Master	70/DVD	\$25.00/each	\$ 1,750.00
DVD Copy (optional)	70/DVD	\$20.00/each	\$ 1,400.00
Pick up and delivery	TBD	\$50.00/per trip	\$ TBD

Terms and Conditions:

- In exchange for services delivered, the customer agrees to pay ATI the total amount due within 30 days from the date of invoice. ATI invoices



monthly for all completed work. ATI reserves the right to collect monies owed in the event of nonpayment and to recover any and all legal fees in addition to the unpaid balance

- ATI will make its best effort to produce the highest quality images possible from the provided documents.
- The delivered data and media will be deemed accepted unless ATI is notified within fifteen days following delivery of images and index data to the repository. Any problems identified prior to acceptance, and are mutually agreed to be within ATI' responsibility, will be corrected within a schedule that is agreeable to all parties at no additional charge.
- ATI will take any and all measures necessary to insure the confidentiality of the information contained on the documents.
- Pricing is valid for 60 days from the date of this Pricing Schedule.
- ATI requires a signed Purchase Order number prior to the start of the project.



Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

Payment to the Contractor will be by submittal and approval of monthly detailed invoices to the Director of the Human Services Agency or her designee. San Mateo County is NOT EXEMPT from paying sales taxes at the rate of 8.25%. TOTAL PAYMENT AMOUNT OF \$400,000 INCLUDES ALL APPLICABLE TAXES.

In no event shall total payment under this Agreement exceed \$400,000.

ATTACHMENT C
CLASSIFICATION AND DESCRIPTION OF DOCUMENTS

FORMS THAT MAY COMPRISE A CASE FILE

CDS DOCUMENTS (Case Data System)

- ❖ 278F's
 - Number 278F – top & bottom/right
 - NOTICE OF AUTOMATIC COMPUTER ACTION OR POSTING –top/center
File this form with copy of corresponding 278 document
- ❖ NOA (Notice of Action)
 - (C-341 - example) NOTICE OF ACTION – top/left (English & Spanish)
- ❖ 10- Day Waiver with NOA (Notice of Action)
- ❖ LMO's
 - CDS 278 LMO – bottom/left
- ❖ Periodic Payment Activity
 - PERIODIC PAYMENT SUMMARY – top/center

APPLICATIONS

- ❖ Review with all verifications/supporting documents
- ❖ Rights & Responsibilities
 - (DFA 285-A3) FOOD STAMPS BENEFITS YOUR RIGHTS & RESPONSIBILITIES –top/left
- ❖ All Program applications & supplements
 - (MC 348) WELCOME TO MEDI-CAL – top/right and left
(English & Spanish (Bienvenidos a Medi-Cal) PLUS OTHERS)
 - (MC 210) APPLICATION FOR MEDI-CAL– top/center (English & Spanish)
 - ADDITIONAL CHILDREN – top/left (English & Spanish)
 - (MC 322) REAL AND PERSONAL PROPERTY: Supplement to Medi-Cal Mail-in Application – top/left (English & Spanish)
 - (MC 321) SOLICITUD (Spanish only)
 - ADDITIONAL FAMILY MEMBERS REQUESTING MEDI-CAL – top/center
(English & Spanish)
 - (MC 219) IMPORTANT INFORMATION FOR PERSONS REQUESTING MEDI-CAL – top/center (English & Spanish)
 - (C-250) SCREENING AND ASSESSMENT TOOL –top/center (English & Spanish)
 - Household Composition – top/left
 - Housing – top/left (English only)
 - (SAWS 1) COVER SHEET & APPLICATION FOR CASH AID, FOOD STAMPS, AND/OR MEDI-CAL/STATE CMSP – top/left (English & Spanish)
 - (CW 8) Statement of Facts for an Additional Person – top/left (English & Spanish)
Declaracion de Datos para una Persona Adicional
 - (CW 8A) Statement of Facts to Add a Child Under Age 16 – top/left
 - (MC 210) MEDI-CAL ANNUAL REDETERMINATION – top/center
 - (FC 2) STATEMENT OF FACTS SUPPORTING ELIGIBILITY FOR AFDC-FOSTER CARE (FC) – top/left
 - (MC 274 TB part A) MEDI-CAL TUBERCULOSIS PROGRAM APPLICATION – top/center
 - Healthy E-App Summary
 - One e app ELE Application Summary – top/center
 - (MC 239-SN-3) Sneeve v. Kizer New Application & Annual ReDetermination (English & Spanish)

- (MC-239 SN-2) Sneede v. Kizer Excluded Child Statement from Parent /Caretaker Rel.
- (MC 237 SN-3) Sneede v. Kizer Declaration del Padre/Madre o Pariente Encargado
- (DFA 285-C) Food Stamp Supplemental Application for Special Medical Deductions – top/left (English & Spanish)
- (DFA 285-A1) Application for Food Stamp Benefits – top/left (English & Spanish)
- (DFA 377.5) Food Stamp Household Change Report - top/center (English & Spanish)
 - (DFA 377.5) Reporte De Cambios En El Grupo Para Fines De Estampillas Para Comida - top/left
- (C-266) Broad Based Evaluation Tool – top/center
- Access for Infants and Mothers Application – top/center
- Solicitud para Healthy Kids (flyer is page one)
- ❖ Eligibilities Questionnaires (Vol. Quit, Students, etc.)
 - (CW 2.1) SUPPORT QUESTIONNAIRE – top/left
 - ELIG.....ELIGIBILITY – top/left
 - (C-42) CASH ASSISTANCE PROGRAM FOR IMMIGRANTS (CAPI) SCREENING SHEET – top/center
 - (C-501) Food Stamp Voluntary Quit Questionnaire – top/center
 - (CA 2.1 O) Cuestionario de Ayuda – top/left center
 - (LDSS-3621 NYC) Notice of Intent to Change Food Stamp Benefits (Adequate Only)(NYC) – top/left/center
 - (MC 175 P) Sneede v. Kizer Property Screening Questions – top/center
 - (MC 263 Premed 1) Application for Presumptive Eligibility Only – top/center
 - (MC-263) Solicitud Par Elegibilidad Presenta Solamente (English & Spanish)
 - (MC 263 Premed 2) Solicitud Para el Programa de Medi-Cal Solamente – top/center
 - (MC 4026) Request for Eligibility Limited Services – top/center
 - Solicitud Para Servicios Limitados de Elegibilidad (English & Spanish)
 - Suplemento del Formulario para Solicitantes de Inscripcion Rapida (supplement of the form for applicants of fast inscription) – top/left
 - (SC 163 FFCC – unofficial electronic version) Former Foster Care Children – top/center
 - (C-315) General Assistance Program (GA) Screening Sheet – top/center
- ❖ Intake Inquiry (Narratives)
 - Narrative Detail for Household – top/left center
 - (C-49) MIA CHECKLIST – top/center (English & Spanish)
 - (MC 158) Medi-Cal Grant Summary – top/center
 - Contacts and Transactions – top/center down a few lines
 - (Form 5008) Medi-Cal Narrative Form (San Francisco) – top/left
- ❖ Requester to Register Application (WAPP-C44)
 - (C-44) APPL INSTRUCTION SHEET – top/center
 - APPL.....APPLICATION – top/left

FINANCIAL DOCUMENTS

- ❖ Budget Worksheets
 - (C-65) 100/133/200 PERCENT ASSET WAIVER PROGRAM WORKSHEET – top/center
 - (C-145) Income Worksheet– Medi-Cal – top/center
 - (SC 1560 – example from Santa Clara County) FEDERAL POVERTY LEVEL (FPL) PROGRAMS WORKSHEET – top/center
 - (C-220) Section 1931 (b) Screening Sheet – top/center
 - (C-220) Section 1931 (b) Review Sheet – top/center
 - (MC 175-1) SNEEDE V. KIZER INCOME SCREENING QUESTIONS – top/center
 - Income Work Sheet – Medi-Cal – top/left
 - (DHS 7020) Screening Worksheet (Pickle Eligibles) – top/center

- (MC 176 QMB) QUALIFIED MEDICARE BENEFICIARY (QMB) INCOME ELIGIBILITY WORKSHEET FOR ALL APPLICANTS: INDIVIDUAL(S); COUPLE(S); AND CHILD(REN) – top/center
- (MC 14 A) Qualified Low-Income Medi-Care Beneficiary (QMB) top/center
- (DFA 285-D) Food Stamp Budget Worksheet – top/left
- BDGT.....Budget Information – top/left
- (MC 176 P) Property Reserve Work Sheet – top/center
- (MC 176 P V) 1931 (b) Vehicle Valuation Work Sheet – top/center
- Healthy Families Perdidas y Ganancias (gains and losses)– top/center
- (SC 1707) Medi-Cal/CalWORKS Employment Questionnaire – top/center
- ❖ Share of Cost Documents
 - (MC176M) SHARE OF COST DETERMINATION (Pg.1 of 2)– top/left
 - (MC176M) CALCULATION AREA For Earned Income – AFDC/MN/MI only
 - (Pg.2 of 2) – top/left
 - SHARE OF COST DETERMINATION – MFBU’s WITH LTC PERSON INCLUDED – LTC –top/left
 - ALLOCATION/SPECIAL DEDUCTION WORKSHEET B – top/left
 - FREE FORM Calculation Area – top/center
 - (MC 176) Aged and Disabled FPL – top/center
 - Members Amount – top/left
 - (C-71) Aged and Disabled Poverty Level Program - top/left
- ❖ Tracking Sheets
- ❖ Income Calendar
- ❖ Income Report
 - (GA 7 formally CW-7) MONTHLY ELIGIBILITY REPORT – top/left (English & Spanish)
 - (C-160A) Monthly Eligibility Report (CA 7) – top/left (English & Spanish)
 - (CS 916) Payments to the Local Child Support Agency (LCSA) – center/middle
 - (C-483) Daily Tip Statement – center/center
 - Employee Wages Inquiry – top/center
 - *****Confidential***** Individual Inquiry Summary – top/center
 - *****Confidential***** EDD Wage & Employer Inquiry – top/center
 - *****Confidential***** EDD UI Inquiry – top/center
- ❖ Income Verification
 - (C-163) STATEMENT UNDER PENALTY OF PERJURY – top/center and bottom/left
 - (C-81) Self Employment Questionnaire – top center (English & Spanish)
 - (C-219) Statement of Profit & Loss – top/center
 - Department of Child Support Services – Warrant Stub – top/left
- ❖ New Employment Letter
 - (C-25) Employment Letter – bottom/left (English & Spanish)
 - Employment Sheet
- ❖ Last Employment Letter
 - (WC Term FRM) Workcenter Termination – top/center
 - (WSTERM FRM) Workshop Termination – top/center
- ❖ Employment Statement of Earnings
 - (C-395) Employer’s Statement of Earnings (AFDC/MC/FS) – bottom/left
 - State and Federal Tax Forms
 - (C-181) Self-Employment Pay Stub – top/center & bottom/left (English & Spanish)
 - Check Stubs
 - Unemployment Stubs
 - CLAIM RECORD – top/center
 - *****Confidential ***** EDD DI INQUIRY top/center
- ❖ Expenses Exceed/Income
- ❖ Loan Agreement/Verification
 - Example of a Loan Statement

- Student Financial Aid / Pell Grant / Loan type paperwork
- (C-500SP – 87) Loan Agreement – bottom/left
- ❖ IEVS/PVS (Income Eligibility Verification System/Payment Verification System)
 - INCOME AND ELIGIBILITY VERIFICATION SYSTEM ABSTRACT – top/center
 - (1931 Group) Medi-Cal Section 1931(b) Screening Worksheet – top/center
 - 1931(b) RESOURCE DETERMINATION –(Computer Worksheet) –top/center
 - Vehicle Determination Worksheet – top/center
 - U-PARENT DEPRIVATION INCOME TEST– top/left center
 - 1931(B) RECIPIENT INCOME DETERMINATION – (Alternative A) – top/center
 - 1931(B) APPLICANT/RECIPIENT INCOME DETERMINATION—(Alternative B) – top/center
 - SNEEDE RECIPIENT INCOME DETERMINATION – (Alternative A) – top/center
 - 1931(B) SNEEDE APPLICANT/RECIPIENT INCOME DETERMINATION – (Alternative B) – top/center
 - IEVS New Hire Registry – top/center
 - *****Confidential***** Title II Inquiry – top/center
- ❖ QR7
 - Quarterly Eligibility / Status Report for Cash Aid & Food Stamps – top/center
 - QR 3 Mid-Quarter Status Report – top/left
 - (MC 176 S) Medi-Cal Status Report – top/center (English & Spanish)
Reporte Para Medi-Cal de la Situacion Familia
- ❖ Student Worksheet
 - (C-13) FOOD STAMP – STUDENT FINANCIAL AID WORKSHEET –top/center
 - (C-481) CalWORKs/Food Stamp Financial Aid – bottom/left
- ❖ MSR

REFERRALS

- ❖ Closing memos from DA (District Attorney)
 - Example of Child Support paperwork
 - Declaration of Emancipation of Minor After Hearing – bottom/center AND center/left/center
- ❖ Service Referrals
 - (CW 371) REFERRAL TO LOCAL CHILD SUPPORT AGENCY (LCSA) – top/left
 - (CW 2.1) NOTICE AND AGREEMENT FOR CHILD, SPOUSAL AND MEDICAL SUPPORT – top/left (English & Spanish)
 - (C-261) OFFER OF INTERPRETATION SERVICES AND DOCUMENTATION OF LANGUAGE PREFERENCE– top/center
 - WOULD YOU LIKE TO REGISTER TO VOTE – top/center (English & Spanish)
 - (MC 250) APPLICATION AND STATEMENT OF FACTS FOR CHILD NOT LIVING WITH A PARENT OR RELATIVE AND FOR WHOM A PUBLIC AGENCY IS ASSUMING SOME FINANCIAL RESPONSIBILITY – top/left
 - (MC 176) Qualified Medicare Beneficiary (QMB) Referral
 - (C-332) Third Party Liability Referral – bottom/left
 - (MC 325) Request for Transitional Medi-Cal (TMC) for 4 Month Continuing Medi-Cal
 - Central Employment Center Work First Plan – top/center
 - Inquiry – Medi-Cal Status on Referral – top/center
 - Get health insurance for ALL your children (Pacifica School District) – top/center
 - (MC Screening Form 001) Medi-Cal Health Connections – top/right (San Francisco)
 - (MC 171) Medi-Cal Long Term Care Facility Admission and Discharge Notification – top/center
 - Department of Child Support Services San Mateo County (Referral Letter) – top/left (English & Spanish)
 - (C-216) FSST Referral Form – bottom/left
 - (C-243) Preliminary Action Plan – bottom/left & top/center
 - (DHS 7096) Department of Developmental Services Waiver Referral – top/left

- Redwood Center 100 Edmonds Road Redwood City, CA 94062 SDI Verification – top/center
- ❖ Release Information (most anything with Statement of Facts in the Title)
 - (C-4) AUTHORIZATION TO RELEASE MEDI-CAL NOTICE OF ACTION TO PROVIDERS OF SERVICE– top/center
 - (C-92) Voluntary Consent for Release of Information or Records – bottom/left (English & Spanish)
 - (SC 115 – example from Santa Clara County) CONSENT TO EXCHANGE/RELEASE INFORMATION – top/center
 - (MC 210 – formerly MC 213) SUPPLEMENT TO STATEMENT OF FACTS FOR RETROACTIVE COVERAGE/RESTORATION –top/center
 - (MC 210 S-W) Earnings and Expenses – side 1 – top/center
 - Vocational and Work History – side 2 – top/center
 - Medi-Cal U-Parent Determination Worksheet – also can be side 1 or 2 – top/center
 - (MC 274 TB part C) MEDI-CAL TUBERCULOSIS PROGRAM AUTHORIZATION FOR CLINIC ASSISTANCE – top/center
 - (C-58) APPLICANT’S AUTHORIZATION FOR RELEASE OF INFORMATION –top/left (English & Spanish)
 - (C-338) RELEASE OF INFORMATION – FINANACIAL INSTITUTION – top/left (English & Spanish)
 - (MC 210) Statement of Facts (Medi-Cal) – top/center
 - Spanish – Declaracion de Datos (Medi-Cal)
 - (SAWS 2) STATEMENT OF FACTS FOR CASH AID, FOOD STAMPS, AND MEDI-CAL/STATE-RUN COUNTY MEDICAL SERVICES PROGRAM (CMSP) – top/left
 - (Saws 2A QR) Penalty Warnings – top/center
 - (DFA 285-A2) Statement of Facts – top/left (English & Spanish)
 - (DHS 7068) Responsibilities of Public Guardians/Conservators or Applicant/Beneficiary Representatives – top/center (English & Spanish)
 - Authorized Representative Form (Health Advocates)
 - (CA 8A) Statement of Facts to Add a Child(ren) under age 16 – top/left
 - Direct Deposit Authorization
 - (C-338) Replacing Temp CA 60 – bottom/left (Release of Information – Financial Institution – top/right)
 - (MC 223) Applicant’s Supplemental Statement of Facts for Medi-Cal – top/left
 - DBI TENPRINTER Applicant Information Worksheet (AIW) – top/center
 - (MC 306) Appointment of Representative – top/center
 - (MC 220) Authorization for Release of Information – top/left (English & Spanish)
 - Autorizacion Para La Revelacion de Informacion
 - (SC 115) Consent to Exchange/Release Information (Children’s Health Initiative) – top/center (English & Spanish)
 - Consentimiento Para Compartir/Dar Informacion (Iniciativa de Salud para Los Ninros) – top/center
- ❖ QC Desk Review/QC 2-Way Gram (Quality Control)
 - (C-8) Medi-Cal Accuracy Maintenance Review Sheet – top/center
 - Two-way Referral Form
- ❖ SIU Referrals (Special Investigative Unit) (example – things pertaining to Fraud Charges)
 - (C-451) Human Services Agency Investigation Needed – top/center
 - (C-167) Case Assignment to SIU Investigator
- ❖ Financial Aid Information Request
 - (C-256) STUDENT FINANCIAL AID STATEMENT – top/left (English & Spanish)
- ❖ VA Referral (Veteran’s Administration)
 - (CW 5)VETERANS BENEFITS VERIFICATION AND REFERRAL – top/left
- ❖ SSA Referral (Supplemental Security Income - SSI/SSP)
 - (C-38) MC 194 Cover Letter – bottom/left
 - (MC 194) SOCIAL SECURITY ADMINISTRATION REFERRAL NOTICE – top/center

- ❖ DA Referral (example – child support issues)
 - Notice of Non-Cooperation District Attorney’s Office – top/center
 - Notice of Cooperation District Attorney’s Office – top/center
- ❖ DED Referrals (Disability Evaluation Division)
 - (MC 221) Disability Determination and Transmittal – bottom/center
- ❖ ICT (Inter-County Transfer)
 - (MC 360) NOTIFICATION OF MEDI-CAL INTERCOUNTY TRANSFER– top/center
 - (Santa Clara County) Medi-Cal Service Center Online Contact Record – top/left
 - (SC 1044 – example from Santa Clara County) ICT REDETERMINATION REMINDER – top/left
 - (SC 1044) Recodatorio Para Una Nueva Determinacion Cuando Ud. Se Muda A Otro Condado – top/left
 - (SC 53 – example from Santa Clara County) CONTINUED ELIGIBILITY (CE)/CONTINUOUS ELIGIBILITY (CEC) - top/center
 - (MC 358) Medi-Cal Informing Notice Intercounty Transfer-Sending County – top/left center
- ❖ INS Referral (Immigration & Naturalization Service)
- ❖ Health Coverage Referrals
 - (C-439) HPSM Referral Form – bottom/left
 - (MC 4026) REQUEST FOR ELIGIBILITY LIMITED SERVICES– top/center
 - (MC 274 TB part B) MEDI-CAL TUBERCULOSIS PROGRAM REFERRAL – top/center
 - DHS 6155 Health Insurance Questionnaire – top/center
- ❖ EBT
 - (Temp 2201) Cash Aid/Food Stamp Electronic Benefit Transfer – EBT Request for a Designated Alternate Card Holder/Authorized Representative top/left
 - (Temp 2216) Transferencia Electronica De Beneficios (EBT) Informacion Importante – top/left
- ❖ SFIS
 - (C-62) SFIS (Statewide Fingerprint Imaging System) Appt. Letter – bottom/left (English & Spanish)
 - (C-67) SFIS (Statewide Fingerprint Imaging System) Appointment 2 Way Gram – top/center
 - SFIS (Statewide Fingerprint Imaging System) Open Search No Match Found –top/center
- ❖ VRS
 - (C-314) Referral for Employment and Training Services at VRS – bottom/left
 - (WKCTR015.FRM) VRS Workcenter Referral/Agreement – top/center
- ❖ C10
 - (C-10) Overpayment Referral – top/left

HEARINGS

- ❖ Withdrawal
 - GAWD
 - Withdrawal
- ❖ Statement of Position
- ❖ Decision
 - GA Decision
- ❖ Compliance Form
 - Report of County Compliance with State Hearing Decision

VERIFICATION DOCUMENTS

- ❖ Verification of ID, Age, Birth Certificates

- CA Drivers License /Identification Card
 - Example of Auto Registration
- ESTADOS UNIDOS MEXICANOS
- ❖ Citizenship/Alienage/SAVE (Systematic Alien Verification for Entitlement)
 - (MC 13) STATEMENT OF CITIZENSHIP, ALIENAGE, AND IMMIGRATION STATUS – top/center (English & Spanish)
 - Permanent Resident Card
 - Roster of save reports sent by worker – top/center
 - SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS – top/center
- ❖ Social Security Number, Guardianship
 - Social Security Card
 - Social Security Administration – Social Security Number Verification – center/couple lines down
 - (Form SSA-2458) Report of Confidential Social Security Benefit Information – top/center
- ❖ Custody/Tax Dependency, Disability
 - (SP2 DAPD 221R) DO NOT MAIL TO APPLICANT - top/center
 - (C-45) Tax Dependency Questionnaire/Release – top/center
 - (20-8992) VA Form Jan 1990 – bottom/left
- ❖ Medical Statement, Residence/Shelter
 - Conformation from Health Care Facility and/or Practitioner
 - (MC 210) INCOME IN-KIND/HOUSING VERIFICATION (English & Spanish)
 - (C-340) Statement of Living Arrangement – top/center (English & Spanish)
 - (C-215) Household Determination Sheet
 - (MC-171) Medi-Cal Long Term... Admission, Discharge Notification
 - (MC 214) Important Information About Residency – top/center
 - (C-442) Medical Report General Assistance (used in wrong capacity) – top/left
 - (MC 212) Medi-Cal Residency Declaration – top/left
 - (MC 845) Long-Term Care
 - (CS 207) Health Contact Form – top-center/center
- ❖ Pregnancy Confirmation
 - Medical Pregnancy Confirmation
 - (CS 909) Declaration of Paternity – top/left (English & Spanish)
 - Paternity Opportunity Program (Master) – top/center
- ❖ Utility Exp. Real/Personal Property
 - Example of a Utility Bill
 - Example of Insurance Police Summary
 - (DHS 7077) NOTICE REGARDING TRANSFER OF A HOME FOR BOTH A MARRIED AND AN UNMARRIED APPLICANT/BENEFICIARY – top/center (English & Spanish)
 - (MC 210 PS) Suplemento De Bienes (Supplement of Goods) – top/center
- ❖ Foster Care Eligibility
 - FOSTER CHILD’S DATA RECORD AND AFDC – FC CERTIFICATION – top/left
- ❖ Affidavits
- ❖ CW61
 - Authorization to Release Medical Information – top/left
- ❖ Bank Statement
 - To Whom it May Concern Letter Verifying Bank Account(s)
- ❖ WADR & INQM Screen
 - WADR – top/left
 - INQM ** PRIMARY MEDI-CAL/CMSP INFORMATION ** - top/center
 - INQ1 **SPECIAL PROGRAM 1 INFORMATION** - top/center
 - INQX **TITLE XVI – SSI/SSP INFORMATION** - top/center
 - HQY HI/SMI Query Response HIQR - top/center
 - HSHD.....Household – top/left
 - INQA **MEDS ADDRESS INFORMATION** -top/center
 - INQT **BENDEX TITLE II INFORMATION** - top/center

MEDS DOCUMENTS

- ❖ INQ1 (Secondary Medi-Cal coverage)
- ❖ INQB (Medicare coverage)
- ❖ INQF (Active/Nonactive Food Stamp Status)
- ❖ INQM (Primary Medi-Cal coverage)
- ❖ INQT (SSA Benefit screen)
- ❖ INQX (SSI/SSP Benefit screen)

MISCELLANEOUS DOCUMENTS

- ❖ Correspondence
 - CORR – RENEWAL LETTER – MEDI-CAL – bottom/left
 - (C-325) SAN MATEO COUNTY DISCONTINUANCE/WITHDRAWAL/WAIVER NOTICE – top/center
 - (C-110) Information/Verification Needed – bottom/left (English & Spanish)
 - (MC 355) SOLICITUD DE INFORMACION DE MEDI-CAL – top/center
 - (C-286) CalWORKs/Medi-Cal Appointment Letter – bottom/left (English & Spanish)
 - (C-88) In Office App/Important Information – bottom/left (English & Spanish)
 - (C-217) Medi-Cal Verifications – bottom/left (English & Spanish)
 - (C-309) MESSAGE FOR YOUR BENEFITS ANALYST – top/center (English & Spanish)
 - (10 day notice) YOUR APPLICATION FOR ASSISTANCE/BENEFITS HAS BEEN RECEIVED –top/center (English & Spanish)
 - (MC 263) MEDI-CAL IDENTIFICATION CARD – top/center
 - In order to process your Medi-Cal application to pay expenses for the T.B. program we need: - center/ under header
 - DSS-8110 YOUR BENEFITS ARE CHANGING – top/center
 - Health e app: Documentation Fax Cover Sheet – top/left
 - Health e app: Rights and Declarations – top/left
 - Health e app: Application Assistance – top/left
 - Policy of Non-Discrimination
 - (C-95) Qualify for Food Stamps
 - (C-25) Employment Letter – bottom/left (English & Spanish)
 - ****EDD Real-Time Match ****
 - Health Insurance and Food Stamp Telecenter Notice
 - (DE 1101 CLMT) Notice of Unemployment Claim Filed – middle/center
 - (SSA L8025) How We Figured...(someone’s name)...Payment for...(date)...On – top/left
 - (C-122) Medi-Cal/Healthy Families Mail in Application Transmittal – top/center
 - (C-123) Medi-Cal Bank Verification Letter – bottom/left
 - Receipt – not a license or permit not a verified identification – top/center
 - Notice of Appointment with Child Support Services – top/center
 - Newborn’s Automatic Number Assignment (NANA)
 - (DFA 377.7B) Food Stamp Repayment Notice For Administrative Errors Only – top/left
 - (C-526) Repayment Agreement-Admin. Errors Only – bottom/left
 - “You failed your scheduled WORKCENTER appointment” – center/center
 - (C-108) “We are to consider as unavailable income any amount over_____” - under Dear – left/down page
 - Department of Child Support Services...This is to notify you that under state law, the Human Services Agency has referred you case to the..... – top/left – center/left
- ❖ P.O. Box/General Delivery Approval
- ❖ Letters to Third Parties
 - Evaluation Memos

- SAN MATEO COUNTY INTER-DEPARTMENTAL CORRESPONDENCE – top/center
- (C-396) CalWORKSs School Attendance Shelf Letter – bottom/left
- EDD confirmation from Internet
- Healthy Families – Application forwarded to CWD – top/left
 - Maximus Document Separator Sheet
- (C-29) Companion Case Notification – top/center (English & Spanish)
- (C-30) Companion Case Communiqué
- Pers.....Approve/Update Persons – top/left
- Case Activity Statement (child support payment info) – center/middle of page
- (C-176) DMV Request for Clearance – top/center
- This is a Statistical NOA – left/center/middle of page
- Form 282T (Welfare Tickler) – top/left
- (Form 8002) Record of Contacts – top/center
- Additional Contacts and Information – top/center
- ** Report Immediate Need Eligibility ** - top/center
- RELS.....Relationships – top/left
- County of San Mateo FS E&T Data Exchange – top/center
- College Class Schedule
- **Consolidated Record** - top/center
- PDT1.....Personal Detail – top/left
- *****Confidential***** FTB Inquiry – top/center
- Earned Income Tax Credit Assessment Tool – top/center
- Food Stamp Recertification Process – top/center
- Online Case Summary – top/left
- (C-02) Food Stamp Review – top/center
- ❖ MEDS Instructions/Alerts (Medi-Cal Eligibility Data System)
 - (C-43) MEDS INSTRUCTION SHEET– top/center
 - EW10 MEDS - ID NUMBER CHANGE – top/center
 - * * * * DAILY UPDATE ALERTS * * * * - top/center couple lines down
 - EW20 **ADD NEW CLIENT ELIGIBILITY**
 - INWA Meds Online Worker Alert – top/center
 - MOPI *****MEDS ONLINE POS INQUIRY ***** HUG – top/center

Please Do Not Scan

(Documents that are immediate reference only –
and don't need to be saved for review at a later date)

- ❖ Medi-Cal Case Review Checklist – top/center
- ❖ WCAS – top/left
- ❖ (C-79) Routing Sheet
- ❖ Exception Eligibles Tracking Reports - top/center
- ❖ IEVS New Hire Registry Roster – top/center

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- b. *Electronic Protected Health Information.* “Electronic Protected Health Information” (“E PHI”) means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual.* “Individual” shall have the same meaning as the term “individual” in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule.* “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information.* “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law.* “Required by law” shall have the same meaning as the term “required by law” in Section 164.501.
- g. *Secretary.* “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protection Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor