

ORDINANCE NO. 2531

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE WICOMICO COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$20,934, AND APPROVING A BUDGET AMENDMENT TO THE FY 2019 GRANT FUND TO APPROPRIATE FUNDS TO FOR THE HOUSING FIRST PROGRAM.

WHEREAS, the Wicomico County Health Department (WiCHD) applied for funds from the Substance Abuse and Mental Health Services Administration's (SAMHSA) Projects for Assistance in Transition from Homelessness (PATH) grant program; and

WHEREAS, the purpose of the grant program is to fund services for people with serious mental illness experiencing homelessness; and

WHEREAS, the SAMHSA has awarded the WiCHD funds through the PATH program; and

WHEREAS, the WiCHD is sub-granting \$20,934.00 to the City of Salisbury; and

WHEREAS, the sub-granted funds shall be used for the City of Salisbury's Housing First program; and

WHEREAS, the City of Salisbury must enter into a sub-grant agreement with the WiCHD defining how these funds must be expended; and

WHEREAS, § 7-29 of the Salisbury City Charter forbids contracts requiring an expenditure in excess of the amount appropriated for that general classification or expenditure, and forbids any office, department, or agency from expending funds not appropriated; and

WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the Council of the City of Salisbury, Maryland, hereby authorizes Mayor Jacob R. Day to enter into a sub-grant agreement with the Wicomico County Health Department for acceptance of these funds.

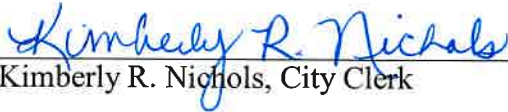
BE IT FURTHER ORDAINED that the City's Fiscal Year 2019 Grant Fund Budget be and hereby is amended as follows:

- 1) Increase FY19 PATH Grant Revenue account (10500-XXXXXX-XXXXX) by \$20,934
- 2) Increase FY19 PATH Grant Expense account (10500- XXXXXX-XXXXX) by \$20,934

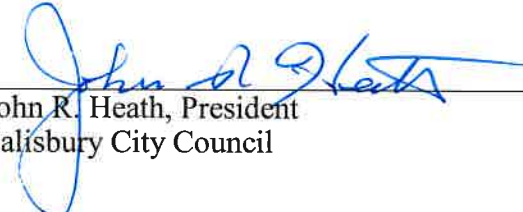
BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 11th day of March 2019, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 25th day of March 2019.

ATTEST:

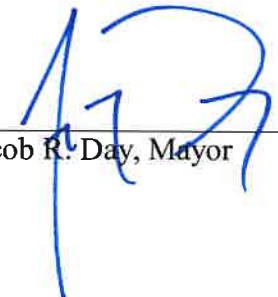


Kimberly R. Nichols, City Clerk



John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS 27 day of MARCH 2019.



Jacob R. Day, Mayor



To: The Mayor & City Council
From: Nancy Talbott, Grants Coordinator
Subject: FY19 PATH Grant for Housing First
Date: March 20, 2019

The City of Salisbury has received funding from the Wicomico County Health Department as a passthrough grant from the Substance Abuse and Mental Health Services Administration (SAMHSA). The awarded funds are from the Projects for Assistance in Transition from Homelessness (PATH) grant, and total \$20,934. Grant funds will assist with services provided by the City of Salisbury's Housing First program, such as housing vouchers and case worker salaries. Since its creation, this City program has housed 31 individuals and provided resource navigation and other services to hundreds of others.

Please feel free to contact me if you have any questions or concerns.

Attachment:



Public Health
Prevent. Promote. Protect.
Wicomico County
Health Department

Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2019

Wicomico County Local Behavioral Health Authority (LBHA) and City of Salisbury Housing and Community Development Projects for Assistance in Transition from Homelessness (PATH)

Background

The Wicomico County Health Department (WiCHD) received funding from Behavioral Health Administration for the **Project for Assistance in Transition from Homelessness (PATH, F823N)** to deliver PATH services.

Agreement

The following agreement entered into on this 3rd day of January, 2019, by and between the Wicomico County Local Behavioral Health Authority (LBHA) and City of Salisbury Housing and Community Development (CSHCD) regarding the provision of services to adults with severe mental illness. This includes the homeless population, individuals being release from incarceration, those leaving hospitalization, as well as, others in the community requiring intensive case management to remain in the community sets forth the following deliverables:

I. WiCHD/LBHA will complete the following by 6/30/2019:

1. LBHA shall conduct on-site reviews at least annually during this contract to assure that the vendor is providing the service according to the conditions stated in this MOU.
2. LBHA will meet bi-monthly or as needed with CSHCD regarding this MOU.
3. LBHA will review all financial requests for security deposit and past due rent and process payments.
4. LBHA will provide technical assistance, monitoring, guidance and support to CSHCD.
5. Submit for payment Contractor's invoice for \$20,129.00 once deliverables are completed, and report and invoice are received.

II. Contractor will complete the following by 6/30/2019: (same note as in section I)

1. CSHCD agrees to perform the services outlined in Attachment I, PATH Intended Use Plan. The scope of services may be amended by mutual agreement or to meet the Conditions of Award as established by the Mental Hygiene Administration.
2. CSHCD agrees to comply with the attached PATH Policies and Procedures outlined in Attachment II.
3. CSHCD agrees to complete the Quarterly Reports and Annual Progress Report according to the reporting schedule outlined in Attachment III. These reports will be submitted to LBHA. CSHCD shall also include data for the outcome goals identified in the Intended Use Plan.
4. CSHCD agrees to submit the PATH Invoice (Attachment IV) to the LBHA on a monthly basis. The monthly invoice shall include the indirect cost. Additionally, the invoice shall include the number of individuals outreached for the month and year to date, and the number of individuals enrolled for the month and year to date. Additionally, the invoice will document the staff hours for the month. For the LBHA site visit, the program will keep documentation of hours for review (e.g. log of hours and locations, copies of timesheets with a breakdown of time spent and locations for PATH in the comments section, etc.).
5. CSHCD agrees to work with the Homeless Alliance for the Lower Shore Continuum of Care Committee (HALS CoC) Homeless Management Information System (HMIS) Administrator and enter all required data into the HMIS program.
6. CSHCD agrees to complete the annual PATH application with input from the LBHA, by the due date established by LBHA.
7. CSHCD agrees to attend the quarterly state PATH meetings.
8. CSHCD agrees to meet monthly or as needed with LBHA regarding this MOU.
9. CSHCD agrees to provide outreach at least monthly to Homeless Shelters and Programs throughout Wicomico County (i.e. Christian Shelter, Life Crisis Center Shelter, Community Emergency Shelter Program and HALO).

- 10. CSHCD agrees to provide, during this grant cycle, Emergency Preparedness Plans addressing the Continuity of Operations Planning (COOP) for the agency within 6 months of the award to the LBHA and implement in response to a disaster.
- 11. Invoice WiCHD for \$20,129.00, addressing invoice to "Wicomico County Health Department Accounts Payable, 108 E. Main St., Salisbury, MD".

III. **The Contract Monitors for this agreement are:**

For the WiCHD

Jessica Taylor, Program Coordinator
Wicomico County Local Behavioral Health Authority
410-548-6981/Jessica.taylor@maryland.gov

For the Contractor

Christine Chestnutt, Homeless and Housing Manager
City of Salisbury Housing and Community Development
443-754-1119/cchestnutt@salisbury.md

This memorandum is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreement Manual.

Neither party to the Memorandum of Understanding shall be deemed the agent, servant, or employee of the other, nor shall this agreement be construed as a contract to procure goods or services under the laws of the State of Maryland.

This agreement will terminate on June 30, 2019 or by providing ten (10) days written notification by either party.

Signatures

The parties acknowledge their agreement by their signatures below:



Jacob Day, Mayor
City of Salisbury

Lori Brewster, M.S., APRN/BC, LCADC
Health Officer, Wicomico County Health Department

Date

Date

ATTACHMENT I

Wicomico Behavioral Health Authority

Fed FY 2018 Projects for Assistance in Transition from Homelessness (PATH)

(State fiscal year 2018)

INTENDED USE PLAN

1. **Local Provider Description**

Provide a brief description of the provider by organization receiving PATH funds including name, type of organization, region served, and the amount of PATH funds the organization will receive.

In Wicomico County PATH funds will be received and managed by the Wicomico County Local Behavioral Health Authority (LBHA). This organization is responsible for oversight of all public mental health funds for Wicomico County. The City of Salisbury Housing and Community Development is the provider to deliver PATH services to individuals with severe mental illness. This includes the homeless population, individuals being released from incarceration, those leaving hospitalization, as well as others in the community requiring intensive case management to remain in the community.

The LBHA serves the geographic area of Wicomico County located on the rural Eastern Shore of Maryland. According to U.S. Census Data the 2013 estimated population of the county was 100,896.

The county's 377 square miles is largely comprised of farms, forests, and waterfront. The largest concentration of population resides in the City of Salisbury; also known as the "Hub of the Eastern Shore". With roughly 70% of the population residing outside Salisbury city limits, residents face numerous obstacles accessing services and establishing social networks. Along with these issues there is also the problem of transportation in a rural area with limited transit outside the city limits.

The median household income in Wicomico County was approximately \$50,639. The percentage of residents with income below poverty level was 16.2%, which was well above the state average of those years of 9.4%. Major industries include educational, health and social services,

manufacturing, retail trade, and construction. The rate of unemployment in Wicomico County in March 2013 was 8.7 according to the Bureau of Labor Statistics. The Wicomico County Board of Education reports 1295 homeless school age children as of May 22, 2013 required assistance.

According to HMIS data from 7/1/14-6/30/15, 909 individuals utilized shelters and transitional houses in Wicomico County and were entered into the HMIS system. This data may not include all transitional houses in the county. Of those 6% identified themselves as chronically homeless and about 16.5% identified that they had a mental health disability.

The LBHA will receive \$20,129.00 in PATH funding. The \$20,129.00 will be used to partially fund (59%) the City of Salisbury Case Manager to conduct outreach and referral services to the homeless.

2. **Collaboration with HUD Continuum of Care Program**

Describe the organization's participation in the HUD Continuum of Care Program and any other local planning, coordinating, or assessment activities. If you are not currently working with the CoC, briefly explain the approaches to be taken by the agency to collaborate with the local CoC.

The CSHCD Housing & Homelessness Manager is a CoC co-chair, as well as serves on the CoC governance committee. The HALS CoC is a group comprised of multi-agency representatives, consumers, and family members of consumers which collaborate to address issues of the homeless population such as suitable housing; as well as the Cold Weather Emergency Shelter Program.

Several PATH clients have been successfully linked with the Homeless Alliance of the Lower Shore as well as the Continuum of Care HUD program to obtain permanent supportive housing. CSHCD staff coordinates the Point In Time surveys within Wicomico County to identify those clients in need of suitable housing.

3. **Collaboration with Local Community Organizations**

The local organizations which provide key services to PATH-eligible clients are as follow: (1) Go-getter's Inc. is a psychiatric rehabilitation program, which serves chronically mental ill with general and intensive housing, a day program and respite. (2) Wicomico Department of Social Services provides food stamps, cash assistance and medical assistance as well as some rental assistance programs and emergency motel stays. (3) The Wicomico Health Department dual diagnosis program provides outpatient mental health and addictions services as well as referrals to long term care when necessary. (4) The Continuum of Care housing Program provides permanent housing by providing rental assistance and general case management. (5) Shore-Up provides heating/utility assistance and senior housing as well as the family support center to help families work towards their GED and learn parenting skills. (6) Division of Rehabilitation Services (DORS) provides vocational rehabilitation services to the Tri County area. (7) The Tri-County Alliance HUD program provides permanent housing with rental assistance. (8) Joseph House Village provides clothing, a soup kitchen, financial assistance, hotel assistance, drop in center for the homeless, day care and a long term shelter for women and families. (9) Salvation Army provides food assistance, prescription assistance, heating assistance, clothing, and some eviction assistance. (10) The Christian Shelter provides short-term emergency shelter. (11) Lower Shore Friends provides consumer support and advocacy, as well as transportation. (12) The LBHA/CSA has funds to assist individuals with mental health prescriptions, transportation, and many other special needs. (13) Hope and Life Outreach (HALO) is an organization that came from a local church with a mission to help those less fortunate. During the past 4 years they have taken over

the Cold Weather shelter for women and women with children in our area. They have also started HALO café that serves meals to the homeless and less fortunate population. They provide a day center for the homeless population allowing them a place to access community resources in one location and a place to be during the day when the local shelters make people leave. They have a Homeless on the Streets food program that takes meals to local camps for the homeless population. They are also assisting individuals with reading and English. (14) HOPE, Inc is a program that assists the homeless population in the community with any number of things. The biggest assistance the program provides at present is assistance in obtaining birth certificates and state identification cards. The program also has a small grant to assist with medication costs on a one-time basis. HOPE, Inc. also organizes the Community Emergency Shelter (CESP) yearly. There are also a few other providers of mental health and addictions services in the community that we work with.

4. Service Provision

Describe the organization's plan to provide coordinated and comprehensive services to eligible PATH clients.

Describe how the services to be provided using PATH funds will align with PATH goals to target street outreach and case management as priority services and maximize service the most vulnerable adults who are literally and chronically homeless.

- a. The PATH outreach worker offers assistance to the local shelters on a regular basis and offers assistance to and outreach services at a local organization providing day services to the homeless population. The outreach worker also frequents the local peer support drop in center that sees a large population of homeless individuals with mental illness. The outreach worker also frequently visits established encampments throughout Wicomico County, as well as looks for new encampments, to get those most vulnerable connected to services. Because services are provided through our local case management program, linking clients to services is a priority. Many PATH eligible clients eventually become linked with the case management program.
- b. We also maintain a relationship with all agencies that serve this population and are frequently used as a contact for those agencies to provide to clients with resource information.

Provide specific examples of how the agency maximizes use of PATH funds by leveraging use of other available funds for PATH client services.

- c. The CSHCD program works with the LBHA to utilize any available funding in the community to serve PATH eligible individuals. Our staff is aware of many of the community resources available but being in a rural community those resources are limited making PATH outreach and funding assistance a crucial part of the community to help the mentally ill homeless population.

Describe any gaps that exist in the current service systems

- d. Gaps in current services continue to be transportation to rural areas and the lack of safe, affordable, adequate and supervised housing. Employment and medical services for the PATH eligible clients are lacking. Lack of choices for services in general and especially for the uninsured is another downfall in this area. Another gap in service is the lack of adequate facilities for short term shelters, especially for those mentally ill who are still using substances or not compliant with traditional mental health treatment. Lack of services to client with a criminal history is also a problem in getting them housed and employed. In addition to all of the other issues, our area has a major shortage of psychiatrists to serve the growing mental health population causing a wait time of up to a couple months to see a doctor for proper medication management.

Provide a brief description of the current services available to clients who have both a serious mental illness and a substance use disorder.

- e. The CSHCD has access to multiple dual-diagnosis specific programs for those with substance use and mental illness. We also have partnerships with other mental health providers that are expanding to provide dual diagnosis services. The local substance abuse inpatient provider is Hudson Health. Hudson Health will provide limited mental health services during inpatient stays. Most of the community services offered to the mentally ill are also available to the dually diagnosed, with the exception of those actively using, who are unable to access the local shelters. Case management will locate services, advocate for the clients, and follow them to ensure their success in the community. Due to services being limited in this area, CSHCD also has developed partnerships with other service providers, to best meet the need of the clients we serve.

Describe how the local provider agency, pays for or otherwise supports evidenced-based practices, trainings for local PATH-funded staff, and trainings and activities to support collection of PATH data in HMIS

- f. Staff is routinely encouraged to attend trainings to enhance their knowledge base. The agency covers the cost for staff to attend evidenced based trainings related to providing services to the homeless. When appropriate we can refer consumers to programs that are evidence based. Providers that have EBP services include Lower Shore Clinic's Family Psycho-education program and Assertive Community Treatment (ACT) Program, and Go-Getters, Inc. Supported Employment Program. Our HMIS administrator provides training on HMIS as new users are added and when updates are made. She is also available for one on one training when needed.

5. Data

Describe the provider's statute on HMIS migration and a plan, with accompanying timeline, to collect PATH data by 2019. If you are fully utilizing HMIS and PATH services, please describe plans for continued training and how you will support new staff.

The HMIS System administrator has set up PATH based on the most recent PATH data elements and with the 3 PATH provider staff for the Lower Shore to ensure HMIS captured both service based and street outreach. HMIS trainings will be scheduled with the three lower shore PATH providers by May 15, 2019, to ensure that they are fully ready to enter PATH data by June 2019. The HMIS system administrator has conducted additional training during the last six months as new staffs were assigned PATH duties and will continue to monitor their progress to determine the need for any additional training. On a quarterly basis, data quality reports will be run by the HMIS System Administrator to determine the need for any additional training. Any new PATH staff will be given HMIS training to ensure they can enter PATH data into HMIS.

6. SSI/SSDI Outreach, Access, Recovery (SOAR)

Describe the provider's plan to train PATH staff on SOAR. Indicate the number of PATH staff trained in SOAR during the grant year ended in 2017 (2017-2018), and the number of PATH funded consumers assisted through SOAR. If the provider does not use SOAR, describe the system used to improve accurate, timely completion of mainstream benefit applications and timely determination of eligibility. Also describe efforts used to train staff on this system. Indicate the number of staff trained, the number of PATH funded consumers assisted through this process, and application eligibility results.

In 2018, our region lost the funding for a dedicated SOAR case manager to assist eligible PATH clients who receive social security benefits. After this change, the CoC lead agency assigned staff to perform SOAR lead activities to coordinate SOAR activities in our region, with assistance provided by the State Behavior Health Administration. CoC member agencies were informed of the change and the CoC solicited agencies to train appropriate staff in SOAR, to ensure that eligible individuals can still receive assistance in receiving much needed social security benefits. To date, staff from local health departments, mental health clinics, shelters and agencies serving veterans have been trained. This group meets monthly to conduct case conferencing which includes PATH case managers. An additional training is being organized locally so that other agencies can send staff to become SOAR trained. Once the CSHCD is able to hire a second case manager, they plan to send at least one employee to SOAR training, at the next occurring availability.

7. **Housing**

Indicate what strategies are used for making suitable housing available for PATH clients (i.e., indicate the type of housing provided and the name of the agency).

A strategy for making suitable housing available to PATH clients is challenging. With most consumers receiving limited income and rental rates higher than what can be afforded, housing options are slim. The CSHCD maintains a list of landlords with lower rental rates. The CSHCD also refers many clients to the Homeless Alliance of the Lower Shore and Continuum of Care Housing which are invaluable in assisting lower income individuals and families with severe mental illness with rental assistance and housing availability. These programs have landlords who are always willing to rent to the program. With Wicomico County being a small area, some consumers have "burnt bridges" which adds to the degree of difficulty in finding places to live. Advocating for clients or promoting linkage to other services sometimes makes landlords more receptive to give consumers a second chance.

8. **Staff Information**

Describe the demographics of the staff serving the clients; how staff providing services to the population of focus will be sensitive to age, gender, disability, lesbian, gay, bisexual and transgender, racial/ethnic, and differences of clients; and the extent to which staff receive periodic training in cultural competence and health disparities. A strategy for addressing health disparities in use of the recently revised national Cultural and Linguistically Appropriate Services (CLAS) standards: (<http://www.ThinkCulturalHealth.hhs.gov>).

In Wicomico County the population is predominantly Caucasian at approximately 69.5%. African-Americans make up about 24.9% of the population. The county also provides services to migrant workers with a strong Hispanic origin. The City of Salisbury's Housing and Community Development Department, in conjunction with the Homeless Alliance of the Lower Shore, are looking into Cultural Competency training, and all homeless services staff will attend any training offered. CSHCD currently has two staff members and will be hiring a third. The Housing & Homelessness Manager is a female, and the current case manager is a younger male. We offer access to the language line when interpretation services are needed, at no cost to the client, and provide outreach, resource navigation and housing referral services to all clients regardless of race, gender, religion, socioeconomic status, ethnicity, sexuality or disability.

9. **Client Information**

Describe the demographics of the client population, the projected number of adult clients to be contacted, enrolled, and the percentage of adult clients served using PATH funds to be literally homeless.

The projected number of individuals to be outreached during the year will be at least 50 clients. During the fiscal year, we hope to enroll at least 18 clients with the help of the financial assistance. We have had difficulty in enrolling clients this past year due to diagnosis codes and increase in insurance to utilize case management services. We will serve any client over the age of 18. We provide outreach to all clients contacted but will enroll those meeting the criteria of homelessness and mental health willing to participate in the program. The goal is to target at least 25% of people who are literally homeless

10. **Consumer Involvement**

Describe how individuals who experience homelessness and have serious mental illnesses and family members will be involved at the organizational level in the planning, implementation, and evaluation of PATH-funded services. For example, indicate whether individuals who are PATH eligible are employed as staff or as volunteers or serve on governing or formal advisory boards.

CSHCD's Housing & Homelessness Manager is serving as the CoC co-chair and serves on the CoC Governance Committee. A formerly homeless individual who also sits on the CoC governance committee is SOAR trained, and participates in monthly SOAR meeting which also includes PATH case managers. Currently, a Consumer Advisory Council is being formed, and once in place, they will be involved with all area of planning, implementation and evaluation of PATH, HUD and State funded homeless funds. In addition, each agency that receives funds from the State Department of Housing and Community Development for Homelessness Solutions Program funds are required to have a formerly homeless consumer on their board.

All of these organizations solicit consumers input and is utilized in the planning, implementation, and evaluation of PATH funded and other homeless services. The CSHCD also works with Lower Shore Friends, a local consumer run wellness and recovery program to coordinate appropriate services for the mentally ill homeless population. Wicomico County has used PATH eligible clients in the past to assist with local surveys and to advocate for the PATH program but currently CSHCD has no PATH eligible clients on staff or as official volunteers.

11. **Budget Narrative**

Provide a budget narrative that includes the local-area provider's use of PATH funds.

Please see the attached budget including 1 staff person for street outreach.

Wicomico

Position	Annual Salary	PATH-fund ed FTE	PATH- funded items	State Match Dollars	Local Match Dollars	Total
Case Manager/ Outreach Worker	\$31,283.00		\$16,129.00	HSP \$28,065.00 CDBG \$2,699.92	\$808.23	\$51,702.15
Subtotal salaries	\$31,283.00					
Fringe Benefits	\$16,419.15					
Supplies (Office Supplies)						
Other (One-time housing rental assistance)			\$4,000.00			
Total Direct Charges						
Indirect Costs State Admin Cost @ 4%			\$805.00			
Total	\$47,702.15		\$20,934.00	\$30,764.92	\$808.23	\$51,702.15

12. **State Goals**

Report the following four outcome measures:

- a. **Number of persons provided/offered outreach services**-total of 50.
- b. **Number of persons referred to and attaining housing**-We hope to refer 85% of clients to housing and have at least 60% to have attained housing. With a goal of 15 persons referred to and attaining housing.
- b. **Number of persons referred to and attaining mental health services**- We hope to refer 95% of clients to mental health services and at least 90% to attain those services. With a goal of 45 persons referred to and attaining mental health services at some point during enrollment.
- c. **Number of persons referred to and attaining substance abuse services**- We hope to refer 95% of clients to substance abuse services who are in need of services and at least 50% will attempt to attain those services. With a goal of 38 persons referred to and attaining substance abuse services but these figures will change dependent upon the actual number of enrolled individuals in need of substance abuse services as well as the actual number of individuals enrolled in PATH.

ATTACHMENT II

***Projects for Assistance in Transition from Homelessness
(PATH) Policy and Procedures Manual***

Developed by: Keenan E. Jones, M.A.
Director, Shelter Plus Care Housing and Supervisor, PATH Programs
Mental Hygiene Administration
8450 Dorsey Run Road
Jessup, MD 20794-1000
(410) 724-3238 (Phone)
Email: jonesk@dhhm.state.md.us
September 2010

PATH Policy and Procedures

Eligibility Criteria for PATH

States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands are eligible to apply for grants under the PATH Program. Section 522 of the Public Health Services Act requires states to utilize funding for making grants to political subdivisions of the State, and to nonprofit entities. A State match of not less than \$1 for each \$3 of Federal PATH funds is required. The State can match the funds directly or through donations from public or private, non-Federal contributions.

The State Mental Hygiene Administration will provide federal PATH funds for the following activities eligible under the PATH Program.

- Outreach services
- Screening and diagnostic treatment services
- Habilitation and rehabilitation
- Community mental health services
- Alcohol and drug treatment services for those with co-occurring disorders
- Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where homeless individuals require services
- Case management
- Representative payee services if the individual is receiving aid under Title XVI of the Social Security Act, receiving case management services, and the PATH provider is designated by the Secretary to provide such services.
- Supportive and supervisory services in residential settings
- Referrals for primary health services, job training, educational services, and relevant housing services
- Housing as specified in Section 522 (b) (10) of the Public Health Service Act, including:
 - Minor renovation, expansion, and repair of housing
 - Planning of housing
 - Technical assistance in applying for housing assistance
 - Improving the coordination of housing services
 - Security deposits
 - Cost associated with matching eligible homeless individuals with appropriate housing situations
 - One-time only rental payments to prevent eviction

PATH Policy and Procedures

Eligibility Criteria for PATH

Activities which are excluded:

1. LBHA and other nonprofit agencies requesting funding for housing services specified under Section 522 (b) (10) must offer case management and/or other services to ensure that consumers receive the support to secure and maintain housing.
2. Not more than 20% of the States award may be used for housing services. The State will not allow core service agencies and nonprofit agencies to use more than 20% of their grant award on housing services.
3. No more than \$500 can be used for minor renovations, expansion, and repair of housing of rental units occupied by consumers who are at imminent risk of becoming homeless and have a serious mental illness. Only one award can be made on behalf of a consumer per year. The consumer must have atleast a one-year lease for the property being renovated or repaired. Documentation must be provided to the Core Service Agency and must be made available during an audit and/or site visit by the Mental Hygiene Administration.
4. Security deposits payments may only be made for consumers who are homeless and have a serious mental illness, in order to secure permanent housing, i.e. Section 8 or other independent housing. Support must be provided to assist consumer in securing housing by the PATH program and/or other agency.
5. One-time rental payments to prevent eviction may only be used for consumers who have a serious mental illness, are residing in a rental unit, and is at imminent risk of becoming homeless (being evicted within 30 days). Documentation of eviction must be provided and maintained in a consumer file. The consumer must be able to pay subsequent rental payments. One-time only rental payments cannot be used for consumers who own their housing or to prevent foreclosure. Only one payment can be made on behalf of the consumer during the grant period.
6. Rental payments cannot be made to emergency shelters.
7. PATH funds may not be used for utility assistance, to pay turn-off notices, to pay for application fees, or rental assistance other than to prevent an eviction.
8. PATH funds cannot be used for the following activities as well:
 - To pay for inpatient psychiatric treatment
 - To pay for inpatient substance and/or alcohol treatment

- To make cash payments to intended recipients of mental health or substance abuse services
 - To pay for leasing space for purposes not supported by the PATH grant.
 - To pay for services prior to or after the grant period awarded for.
9. Not more than 4% of the Federal PATH funds received shall be expended for administrative expenses. These expenses must be approved by MHA at the time of review and approval on the local intended use plan or application.

PATH Policy and Procedures

PATH Eligibility Definitions

1. State's Operational Definition of:

a. Homelessness

MHA uses the following definition for homelessness. The term "homeless individual" is defined as an individual who lacks a fixed, regular, and adequate night time residence; an individual who has a primary night time residence that is a supervised public or privately operated facility that provides temporary living accommodations, and an individual who is residing in places not designed for, or ordinarily used for a regular sleeping accommodation for human beings such as the streets, tunnels, bridges, etc.

b. Imminent Risk

"Imminent risk" is defined as those individuals who are being evicted within 30 days who does not have a place to move to; an individual in arrears in rent/utility payments; or an individual who is being released from an institution such as a local detention center and the person lacks housing and necessary supports to obtain housing.

c. Serious Mental Illness

Persons eligible for the PATH program must be ages 18 or over. Priority is given to those who have been diagnosed with a serious and persistent mental illness as defined by having a DSM IV diagnosis of Schizophrenia, Major Affective Disorders, Bipolar Disorders, Delusional Disorder, Schizotypal and Borderline Personality Disorders, and the disorder is expected to be of long continued and indefinite duration.

d. Co-occurring Serious Mental Illness and Substance Use Disorders

Individuals are defined as having co-occurring serious mental illness and substance use disorder if the individual is diagnosed with at least one of the diagnosis listed above under serious mental illness and

independently meets the diagnostic criteria for substance use disorder. Substance use is defined as a disease which is characterized by a pattern of pathological use of a drug (or alcohol) with repeated attempts to control

the use, and with significant negative consequences in at least one of the following areas of life: medical, legal, financial or psychosocial.

★ **Special Priorities**

MHA has determined that the priority population for the PATH Program is anyone 18 years of age or older, who are homeless or at risk of homelessness, and have a serious mental illness or a co-occurring substance use disorder. Homeless individuals who have a serious mental illness and are incarcerated in local detention centers also have special priority in areas where the Maryland Community Criminal Justice Treatment Program combines funding in order to expand the scope of services for PATH consumers.

PATH Policies and Procedures

Specific Conditions/Special Considerations

Conditions of Award are as follows:

Funds may be only used to serve individuals who are

- a. suffering from a serious mental illness; or are suffering from a serious mental illness and from substance abuse; and
- b. homeless or at imminent risk of becoming homeless.

Programs accepting funds cannot:

- a. have a policy of excluding individuals from mental health services due to the existence or suspicion of substance abuse; or
- b. have a policy of excluding individuals from substance abuse services due to the existence or suspicion of mental illness.
- c. use PATH funds for publicity or propaganda purposes or for the preparation, distribution, or use of the information designed to support or defeat legislation pending before the Congress or State legislatures. This include "grass roots" lobbying, which consists of appeals to members of the public suggesting that they contact their elected representatives to indicate their support for or opposition to pending legislation or to urge those representatives to vote in a particular way.
- d. Project funds may be only used for services approved in the Intended Use Plan submitted to MHA.
- e. Any change from the approved PATH Intended Use Plan must be submitted in writing

to the Director of the PATH Program for review.

Submit changes in writing to:

Keenan E. Jones, Director, Shelter Plus Care Housing and PATH Program

Mental Hygiene Administration

8450 Dorsey Run Road

Jessup, MD 20794-1000

Phone: (410) 724-3238

- f. Programs accepting PATH funds must submit to MHA, Division of Special Populations quarterly reports and an Annual Progress Report based on reporting schedule.
- g. Programs accepting PATH funds must maintain consumer records which include an intake form, a service plan, and progress notes.
- h. Programs accepting PATH funds must participate in quarterly PATH meetings held at MHA, Division of Special Populations.
- i. Accounting records must be maintained for these funds and a Financial Status Report must be submitted to MHA quarterly.
- j. Programs accepting PATH funds are subject to an audit by MHA annually or as scheduled.
- k. Programs who fail to comply with the conditions of award may have funding de-obligated and/or become ineligible to apply for future PATH funds.

PATH Policies and Procedures

Maintaining Records/Client Files

Core Service Agencies and/or the agency directly providing PATH services must maintain a client file, which includes an intake form, a service plan, and progress notes for all consumers enrolled and served with PATH federal funds. The intake form must contain information to determine eligibility for PATH services, such as living situation and disability and to obtain data needed for quarterly and annual progress report. Please refer to reporting forms for information needed.

For all consumers who are enrolled, the service plan must include the following:

- Goals to obtain community mental health services for the PATH eligible consumer, which includes reviewing the plan not less than once every 3 months.
- Goals that describe how assistance will be provided in obtaining and coordinating social and

maintenance services for the eligible PATH consumer, including services relating to daily living activities, personal planning, transportation, habilitation and rehabilitation services, prevocational and vocational services, and housing.

- Goals that describe how assistance will be provided to PATH eligible consumers in obtaining

income, obtaining income support services, including housing assistance, food stamps, and supplemental security income.

- Goals that describe how referrals will be made to other appropriate services.

An enrolled PATH consumer is defined as a person who (1) who is homeless or at imminent risk of becoming homeless and has a serious mental illness and/or co-occurring substance use disorder; (2) who receives services supported in some measure with federal PATH funds, and (3) for whom a clinical or other formal record has been prepared, indicating formal enrollment.

PATH Policies and Procedures

Maintaining Records/Site visits

Site visits will be conducted annually or as scheduled by MHA and/or the Core Service Agencies. Core Service Agencies are responsible for monitoring providers who directly receive PATH funds. Site visits should be conducted by the Core Services annually on-site. During the site visits the following should be reviewed:

- ✓ Personnel and Staffing, including cultural competency requirements
- ✓ Agency policy and procedures, including compliance with HIPAA
- ✓ Intended Use plans to determine whether PATH eligible services are being provided according to approved application or intended use plan
- ✓ Intake forms, which document consumers eligibility for the program
- ✓ Service plans
- ✓ Progress Notes
- ✓ Fiscal management and records
- ✓ Consumer involvement
- ✓ Consumer interviews, success stories, etc.
- ✓ Training and technical assistance needs

***** MHA's site visits will include monitoring and reviewing records maintained by the Core Service Agency as well.**



Public Health
Protect. Promote. Prevent.
Wicomico County
Health Department

Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Wicomico County Health Department, a unit of the Maryland Department of Health (herein referred to as “Covered Entity”) and City of Salisbury (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), and the HIPAA Omnibus Final Rule of 2013 (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW, THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean City of Salisbury
2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean Wicomico County Health Department.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information ("PHI"). Protected Health Information or "PHI" shall generally have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103.

II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and 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 in which the confidentiality of the information has been breached.

- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Agreement, the MCMRA, as Required by Law, or as authorized by Covered Entity, so long as the authorized use or disclosure is permitted by law.
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D.
 - 1. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.
 - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
 - a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;

- b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 - c. Is in substantially the same form as **Exhibit A** hereto.
- E. In addition to its obligations in Sections III. A-D, within 30 calendar days after the incident constituting the Breach is first known, Business Associate shall provide to Covered Entity a draft letter for the Covered Entity to review and approve for use in notifying the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - 3. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - 5. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- F. In the event the event the Breach occurs through the fault of Business Associate, Business Associate shall be responsible for notifying Individuals by sending via First Class U.S. Mail the approved letter described in Section III(E) no later than 60 calendar days after discovery of the Breach.
- G. In the event the Breach occurs through the fault of Covered Entity, Covered Entity shall be responsible for notifying Individuals no later than 60 calendar days after Covered Entity receives notice of the Breach from the Business Associate.
- H. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;

- I. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- J. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- K. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- L. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- M. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.
- N. Business Associate agrees 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 in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines or reasonably believes that cure is not possible.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity

may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Agency. The Business Associate or Subcontractor is acting as an independent contractor and not as the agent of the Covered Entity or Business Associate. This Agreement does not give the Covered Entity or Business Associate such control over operational activities so as to make the Business Associate the agent of the Covered Entity, or the Subcontractor the agent of the Business Associate.
- D. No Private Cause of Action. This Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Agreement, as a

result of any claim arising out of the Breach of this Agreement, the HIPAA Standards, or other state or federal law or regulation relating to privacy or confidentiality.

- E. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

Deborah W. Smith
HIPAA Coordinator
Wicomico County Health Department
108 East Main Street
Salisbury, MD 21801
Phone: (410) 543-6963

- F. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

Attention: _____

Phone: _____

- G. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- H. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- I. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- J. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

By: Lori Brewster

Name: Lori Brewster, MS, APRN/BC, LCADC

Title: Health Officer

Date: 1/30/19

BUSINESS ASSOCIATE:

By: _____

Name: _____

Title: _____

Date: _____

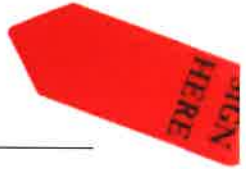


EXHIBIT A

**FORM OF NOTIFICATION TO COVERED ENTITY OF
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between Wicomico County Health Department, a unit of the Maryland Department of Health (MDH), and _____ (Business Associate).

Business Associate hereby notifies DHMH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach:(attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____