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This Master Services Agreement and its Exhibits ("Agreement") is made and entered into on June 1, 2024 ("Effective Date") by and between the Partnership HealthPlan of California ("Partnership"), a public entity contracted with the Department of Health Care Services ("DHCS"), and subject to the California Public Records Act, and County Of Humboldt ("Community Supports Provider", or "Provider"), individually the "Party" and collectively the "Parties".

RECITALS

WHEREAS, Partnership is a non-profit community-based healthcare organization that has entered into and will maintain contract(s) ("Medi-Cal Contract") with the State of California, Department of Health Care Services ("DHCS") in accordance with Title 10, CCR, Section 1300 et seq.; W&I Code, Section 14200 et seq.; Title 22, CCR, Section 53250; and applicable federal and State laws and regulations, under which Partnership provides services to Medi-Cal beneficiaries.

WHEREAS, Partnership desires to retain County Of Humboldt to provide services to Partnership and County Of Humboldt desires to accept such retention, under the terms and conditions of this Agreement.

WHEREAS, County Of Humboldt is able to provide the scope of work as set forth herein, and will abide by any attachments hereto.

BACKGROUND

California Advancing & Innovating Medi-Cal ("CalAIM") is a new initiative by DHCS to improve the quality of life and health outcomes of Medi-Cal Members by implementing broad delivery system, program, and payment reform across Medi-Cal. A key feature of CalAIM is the offering of Community Supports (formerly In Lieu of Services), which, at the option of a Medi-Cal managed care health plan and a Member, can substitute for covered Medi-Cal services as cost-effective alternatives.

AGREEMENT

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

ARTICLE I - COMMUNITY SUPPORTS DEFINITIONS

The following are key terms related to the provision of Community Supports services. If a capitalized term used in this Agreement or any Exhibit attached hereto is not defined in this Agreement or in the Exhibit, it will have the same meaning ascribed to it in the Medi-Cal Contract. Key terms are defined as follows:

Applicable Requirements: to the extent applicable to this Agreement and the duties, right, and privileges hereunder, all federal, State, county, and local statutes, rules, regulations, and ordinances, including, but not limited to, Welfare and Institutions Code and its implementing regulations, the Social Security Act and its implementing regulations, the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, the Health Information Technology for Economic and Clinical Health ("HITECH") Act, the Deficit Reduction Act of 2005 and its implementing regulations, the Federal Patient Protection and Affordable Care Act (Public Law 111-148) as amended by the Federal Health Care and Education Reconciliation Act of 2010 (Public Law 111-152)

(collectively, "Affordable Care Act"), the California Consumer Privacy Act of 2018 and its implementing regulations, the California Confidentiality of Medical Information Act; DHCS Medi-Cal Provider Manual; the Medi-Cal Contracts, including the Community Supports Provisions; all Regulatory Agency guidance, executive orders, instructions, All Plan Letters ("APL(s)"), bulletins, and policies; and all standards, rules, and regulations of Accreditation Organizations.

Authorization or Prior Authorization: Written and/or electronic approval by Partnership for the rendering of Community Supports, which shall be determined pursuant to the authorization procedures described in the Partnership Provider Manual and Policies.

Community Supports Services: Community Supports are those services or settings set forth in Exhibit A of this Agreement that are offered in place of services or settings covered under the California Medicaid State Plan and are medically appropriate, cost-effective alternatives to services or settings under the State Plan.

Community Supports Provider: a Partnership-contracted provider of DHCS-approved Community Supports. Community Supports Providers are entities with experience and/or training providing one or more of the Community Supports approved by DHCS.

DHCS: means the California Department of Health Care Services which funds health care for Medi-Cal Members.

Enhanced Care Management (ECM): a whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high-need and/or high-cost Members through systematic coordination of services and comprehensive care management that is community-based, interdisciplinary, high-touch and person centered. ECM is a Medi-Cal benefit.

ECM Provider: A Partnership -contracted provider of ECM. ECM Providers are community-based entities with experience and expertise providing intensive, in-person care management services to individuals. ECM Providers may include, but are not limited to, the following entities: (i) counties; (ii) county behavioral health providers; (iii) Primary Care Physician, Specialist, or physician groups; (iv) Federally Qualified Health Centers; (v) Community Health Centers; (vi) Community-based organizations; (vii) hospitals or hospital-based physician groups or clinics (including public hospitals and district and/or municipal public hospitals); (viii) Rural Health Clinics and/or Indian Health Services Programs; (ix) local health departments; (x) behavioral health entities; (xi) community mental health centers; (xii) substance use disorder treatment providers; (xiii) organizations serving individuals experiencing homelessness; (xiv) organizations serving justice involved individuals; (xv) California Children Services Program providers; and (xvi) other qualified providers or entities not listed above, as approved by DHCS.

Health Disparity: Differences in health, including mental health, and outcomes closely linked with social, economic, and environmental disadvantage, which are often driven by the social conditions in which individuals live, learn, work, and play. Characteristics such as race, ethnicity, age, disability, sexual orientation or gender identity, socio-economic status, geographic location, and other factors historically linked to exclusion or discrimination are known to influence the health of individuals, families, and communities.

Health Equity: The reduction or elimination of Health Disparities, Health Inequities, or other disparities in health that adversely affect vulnerable populations.

Health Inequity: A systematic difference in the health status of different population groups arising from the social conditions in which Members are born, grow, live, work, and/or age, resulting in significant social and economic costs both to individuals and societies.

Member: A Medi-Cal recipient who resides in Partnership's service area and is enrolled in a Medi-Cal managed care health plan administered by Partnership.

Model of Care (MOC): Partnership's framework for providing ECM and Community Supports, including its Policies and Procedures for partnering with ECM Providers and Community Supports Providers, as approved by DHCS. The MOC is hereby incorporated into this Agreement by reference.

Provider: Any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is licensed or certified to do so.

Provider Manual or Partnership Provider Manual: The Manual of Operational Policies and Procedures for Partnership's Medi-Cal Managed Care Program.

Regulatory Agencies: The federal, State, county, and local government agencies and entities with regulatory or other authority over Partnership, Provider, and/or this Agreement. Regulatory Agency includes, but is not limited to, DHCS, Department of Managed Health Care ("DMHC"), State Auditor, United States Department of Health and Human Services ("DHHS") and its agents (the "Secretary"), DHHS Inspector General, CMS, Department of Justice ("DOJ"), California Attorney General - Division of Medi-Cal Fraud and Elder Abuse ("DMFEA"), and Comptroller General of the United States.

Urgent Community Supports: Those Services that qualify for expedited Authorization under specific circumstances set forth in the MOC, such as, but not limited to, when a delay in the provision of Community Supports would be harmful to the Member or inconsistent with efficiency and cost-effectiveness. For example, recuperative care services for an individual who no longer requires hospitalization, but still needs to heal from an injury or illness, including behavioral health conditions, and whose condition would be exacerbated by an unstable living environment.

ARTICLE II - COMMUNITY SUPPORTS PROVIDER REQUIREMENTS

2.1 Provider shall:

a. Provide those contracted Services, as set forth in Exhibit A, which are within Provider's service specialty, to Members in accordance with the terms and conditions of this Agreement.
b. Provide contracted Services to Partnership Members that are within the Provider's professional competence, with the same standards of care, skill, diligence and in the same economic and efficient manner, as are generally accepted practices and standards prevailing in the professional community.
c. If a state-level pathway to enrollment is available, Provider must enroll in Medi-Cal, pursuant to relevant DHCS APLs, including Provider/Recredentialing and Screening/Enrollment in APL 19-004. If a pathway for enrollment is not available, Provider shall comply with Partnership's enrollment and credentialing process, including compliance with requirements for individuals employed by or delivering Services on behalf of Provider, to ensure Provider can meet the capabilities and standards required by DHCS to be a Community Supports Provider, including but not limited to:
    i. Experience and training in elected Community Supports.
        1. Provider shall have experience and/or training in the provision of the Community Supports being offered.
        2. Provider shall have the capacity to provide the Community Supports in a culturally and linguistically competent manner, and comply with all cultural competency requirements, including but not limited to, Partnership's mandatory cultural competency provider training as well as requirements set forth in Exhibit A, Attachment III, Subsection 5.2.11.C (*Cultural and Linguistic Programs and Committees*) of the Medi-Cal Contract.

2.2 Provider shall deliver contracted Community Supports in a timely manner, in accordance with Partnership's MOC, all Applicable Requirements, and the requirements set forth in this Agreement.

2.3 Provider shall maintain staffing that allows for timely, high-quality service delivery of the Community Supports that it is contracted to provide as set forth in Exhibit A.

2.4 Provider shall participate in all mandatory, Community Supports Provider-focused Community Supports training and technical assistance provided by Partnership, including in-person sessions, webinars, and/or calls, as necessary, in addition to meeting Network Provider training requirements described in Exhibit A, Attachment III, Subsection 3.2.5 (*Network Provider Training*) of the Medi-Cal Contract.

2.5 Provider shall comply with Partnership's Policies and Procedures, incorporated by reference herein.

2.6 Provider shall:

a. Accept and act upon Member referrals from Partnership for Authorized Community Supports, unless Provider is at pre-determined capacity;
b. Conduct outreach to the referred Member for Authorized Community Supports as soon as possible, including by making best efforts to conduct initial outreach within 24 hours of assignment, if applicable;
c. Coordinate with other Providers in the Member's care team, including ECM Providers, if applicable, other Community Support Providers, and Partnership;
d. Comply with cultural competency and linguistic requirements required by Applicable Requirements, and in contract(s) with Partnership;
e. Comply with non-discrimination requirements set forth in Applicable Requirements and in this Agreement;
f. Adhere to compliance requirements set forth in Applicable Requirements and in this Agreement as well as all Community Supports program requirements.
g. Ensure the Member agrees to receive Community Supports; and
h. Obtain Member authorization to communicate electronically with the Member, Member's family legal guardians, Authorized Representatives, caregivers and other authorized support persons, if Provider intends to do so.

2.7 When federal and/or state law or DHCS APLs require authorization for data sharing, Provider shall obtain and/or document such authorization from each assigned Member, including sharing of protected health information (PHI), and shall confirm it has obtained such authorization to Partnership.

2.8 Provider may not require Member authorization for Community Supports-related data sharing for Provider to initiate delivery of Community Supports unless such authorization is required by federal law. Provider will be reimbursed only for Services that are Authorized by Partnership. In the event of a Member requesting Services not yet Authorized by Partnership, Provider shall send Prior Authorization request(s) to Partnership, unless a different agreement is in place (e.g., if Partnership has given Provider authority to authorize Community Supports directly).

2.9 If Community Supports is discontinued for any reason, Provider shall support transition planning for the Member into other programs or services that meet the Member's needs.

2.10 Provider is encouraged to identify additional Community Supports the Member may benefit from and send any additional request(s) for Community Supports to Partnership for Authorization.

2.11 **Member Eligibility.** Provider will verify Medi-Cal Member eligibility with Partnership prior to rendering Services. Prior Authorization from Partnership is not a guarantee of Medi-Cal Member eligibility with Partnership or eligibility in the State Medi-Cal Program. Partnership will maintain (or arrange to have maintained) records and establish and adhere to procedures as will reasonably be required to accurately ascertain the number and identity of Medi-Cal Members.

2.12 **Prior Authorization.** Provider will obtain referral and Prior Authorization when required before rendering Services to Partnership Member.

2.13 **Accessibility and Hours of Services.** Provider shall provide Services to Medi-Cal Members on a readily available and accessible basis in accordance with Partnership policies and procedures as set forth in Partnership's Provider Manual during normal business hours at Provider's usual place of business.

2.14 **Locations and Services.** This Agreement will apply to Services provided by Provider at any location set forth in this Agreement. Upon execution of this Agreement, if Provider renders Services at a location not listed in this Agreement, Provider understands that any new site(s) not listed in the Agreement may be added upon notice to Partnership of new site(s) and successful completion of Partnership's Credentialing requirements, as applicable. Further, any new site(s) added to this Agreement will be subject to the same reimbursement rates set forth in the Agreement.

2.15 **Community Supports Provider Affiliate.** In the event Provider acquires or is acquired by, merges with or otherwise becomes affiliated with another Community Supports Provider that is currently contracted with Partnership, this Agreement, and the current agreement between Partnership and the other Community Supports Provider will each remain in effect and will continue to apply to each separate entity as they did prior to acquisition, merger or affiliation unless otherwise agreed to in writing by the parties.

2.16 Plan Directories and Updates. Partnership shall be allowed to use the name of Provider and its subcontractors, if any, in its provider listings or directories and in other materials and marketing literature of Partnership, whether in paper or electronic form, without the prior consent of Provider or it subcontractor, which listings and directories may be made accessible on Partnership's website to the public, potential enrollees, Regulatory Agencies, and other providers, without any restrictions or limitations. To the extent required by Section 1367.27 of the California Health and Safety Code, or by other Applicable Requirements, Provider shall provide Partnership information as and when reasonably requested by Partnership, and no less frequently than every six (6) months, to update its provider directories. Provider shall report to Partnership any change to provider directory information, including Provider name or practice name, address, telephone number, hours and days when Provider's service location(s) is/are open; the services and benefits available and whether the office/facility can accommodate Members with physical disabilities; Provider's cultural and linguistic capabilities, including whether non-English languages and American Sign Language are offered either by the Provider or a skilled medical interpreter at the Provider's facility; and availability to accept new Members, within thirty (30) days of any such change or within thirty (30) days of any request of Partnership to provide updated Provider information, unless another time frame is mandated by Applicable Requirements or specified herein.

ARTICLE III - OBLIGATIONS OF PARTNERSHIP

3.1 **Community Supports Program**

a. Partnership shall inform Members about Community Supports and how to access it.
b. Partnership shall ensure accurate and up-to-date Member-level records are maintained for the Members Authorized for Community Supports.

c. Partnership shall notify Provider when Community Supports has been discontinued.

3.2 **Authorization of Community Supports.** Partnership shall ensure Community Supports and Urgent Community Supports Authorization or a decision not to Authorize occurs as soon as possible and in accordance with Applicable Requirements and the Provider Manual.

3.3 **Assignment to a Community Supports Provider.** Partnership shall ensure communication of the assignment of a Member to Provider as soon as possible following Community Supports Authorization. Partnership shall follow Member's preferences for a specific Community Supports Provider, if known, to the extent practicable.

ARTICLE IV - PAYMENT FOR COMMUNITY SUPPORTS

4.1 Provider shall record, generate, and send a claim or invoice to Partnership for Community Supports rendered.

a. If Provider submits claims, Provider shall submit claims to Partnership using specifications based on national standards and code sets to be defined by DHCS.
b. In the event Provider is unable to submit claims to Partnership for Community Supports using specifications based on national standards or DHCS-defined standard specifications and code sets, Provider shall submit invoices with an excel spreadsheet with the minimum necessary data elements defined by DHCS, or as defined in Partnership Policy which includes information about the Member, the Community Supports rendered, and Provider's information to support appropriate reimbursement by Partnership that will allow Partnership to convert Community Supports invoice information into DHCS-defined standard specifications and code sets for submission to DHCS. Upon receipt of such an invoice, Partnership shall document the Encounter for the Community Supports rendered.
c. Provider will submit complete, timely, reasonable, and accurate claims or invoices, Provider Data, Encounter Data, and any other reports and data that Partnership might need, according to all Applicable Requirements for all Services rendered to Medi-Cal Members as described in Partnership's Provider Manual.
d. All claims or invoices for reimbursement of Services must be submitted to Partnership as soon as possible, but no later than within three hundred and sixty-five (365) days from the date of Services. Claims or invoices received on the 366th day form the date of service will be denied. Partnership will make no exceptions or pro-rated payments beyond the twelve (12) month billing limit.

4.2 Provider shall not receive payment from Partnership for the provision of any Community Supports not authorized by Partnership.

4.3 Provider must have a system in place to accept payment from Partnership for Community Supports rendered.

a. Partnership shall pay 90 percent of all Clean Claims and invoices within 30 calendar days of receipt and 99 percent of Clean Claims and invoices within 90 calendar days of receipt. The date of receipt shall be the date Partnership receives the claim, as indicated by its date stamp on the claim. The date of payment shall be the date on the check or other form of payment.
b. Partnership shall provide expedited payments for Urgent Community Supports pursuant to its policies and procedures, Medi-Cal Contract, and any other related DHCS guidance. Partnership may also provide expedited payments for Urgent Community Supports at Partnership's discretion.

4.4 **Overpayments or recoupments.** Provider will report all overpayments directly to Partnership, repay all overpayments within sixty (60) days of the date the overpayment was identified, and notify Partnership in writing of the reason for the overpayment. (42 CFR section 438.608(d)(2)). . Pursuant to 42 CFR Section 438.608(d) Partnership is required to report Provider overpayments to DHCS annually. Overpayment is any payment made to Provider by Partnership to which Provider is not entitled under Title XIX of the Social Security Act. Provider acknowledges and agrees that, if Partnership identifies the overpayment, Provider will

reimburse Partnership within thirty (30) Working Days of receipt of a timely written or electronic notice from Partnership of an overpayment, unless Provider contests such overpayment within thirty (30) Working Days in writing and identifies the portion of the overpayment being contested and the specific reasons for contesting the overpayment. Provider agrees that Partnership shall have the right to recover such uncontested amounts from Provider. If payment of uncontested recoupment is not received by Partnership within sixty (60) days from Partnership's mailing notice, Partnership reserves the right to recoupment or offset from current or future amounts due from Partnership to Provider.

4.5 **Entire Payment.** Provider will accept from Partnership compensation as payment in full and discharge of Partnership's financial liability. Services provided to Medi-Cal Members by Provider will be reimbursed as listed hereunder in those amounts set forth in Exhibit B to this Agreement and in accordance with Partnership's Provider Manual and policies and procedures. Provider will look only to Partnership for such compensation. Partnership has the sole authority to determine reimbursement policies and methodology of reimbursement under this Agreement, which includes reduction of reimbursement rates if rates from the State to Partnership are reduced by DHCS.

ARTICLE V - DATA SYSTEM REQUIREMENTS AND DATA SHARING TO SUPPORT COMMUNITY SUPPORTS

5.1 As part of the referral process, Partnership will ensure Provider has access to:

a. Demographic and administrative information confirming the referred Member's eligibility and authorization for the requested Service;
b. Appropriate administrative, clinical, and social service information Provider might need in order to effectively provide the requested service; and
    a. Billing information necessary to support Provider's ability to submit invoices to Partnership.

5.2 Partnership shall comply with all State and federal reporting requirements.

5.3 Partnership shall use defined federal and State standards, specifications, code sets, and terminologies when sharing physical, behavioral, social, and administrative data with Provider and with DHCS, to the extent practicable.

5.4 Partnership shall track Community Supports referrals and verify if the Authorized Service has been delivered to the Member. If the Member receiving Community Supports is also receiving Enhanced Care Management services, Partnership shall monitor to ensure that the ECM Provider tracks whether the Member receives the Authorized Service from Provider. Partnership shall also support Provider notification to Partnership and EMC Provider and Member's Primary Care Provider (PCP), as applicable, when a referral has been fulfilled, as described in Exhibit A, Attachment III, Subsection 4.5.9 (*Data System Requirements and Data Sharing to Support Community Supports*) of the Medi-Cal Contract.

5.5 Partnership will support Provider access to systems and processes allowing them to track and manage referrals for Community Supports and Member information.

ARTICLE VI - HOLD HARMLESS

6.1 Provider shall hold harmless both the State and the Member in the event Partnership, or another Partnership Subcontractor or Downstream Subcontractor as applicable, cannot or will not pay for Services performed by Provider pursuant to the terms of the Agreement.

6.2 Provider will not bill Members for Community Supports.

6.3 The terms of this Article VI shall survive the termination of this Agreement.

ARTICLE VII - QUALITY AND OVERSIGHT

7.1 Provider acknowledges Partnership will conduct oversight of its delivery of Community Supports to ensure the quality of Services rendered and ongoing compliance with all legal and contractual obligations both Partnership and the Provider have, including but not limited to, required reporting, audits, and corrective actions, among other oversight activities and Community Supports requirements set forth in the Medi-Cal Contract and applicable DHCS APLs, which are incorporated herein by this reference.

7.2 Provider shall respond to all Partnership requests for information and documentation to permit ongoing monitoring of Community Supports.

7.3 Provider shall be responsible for the same reporting requirements, as those Partnership must report to DHCS, including Encounter Data and other supplemental reporting, as applicable.

7.4 Failure of Provider to follow Partnership's Policies and Procedures, reporting requirements, sub contractual requirements, or Applicable Requirements, may result, at Partnership's option, in a corrective action plan or any sanctions incorporated in the Partnership Provider Manual or as set forth in Section 12.6.

7.5 Provider acknowledges that Partnership shall have the right to immediately withdraw Members from assignment to Provider in the event the health or safety of Members is jeopardized by the actions of Provider or by reason of Provider's failure to provide Services in accordance with Partnership's utilization management.

ARTICLE VIII - INDEPENDENT CONTRACTOR

8.1 It is understood and agreed that in the performance of the services in this Agreement, Provider is acting as an independent contractor and not as an agent or employee of, or partner, joint venture, or in any other relationship with Partnership. Provider agrees that its staff are not and will not become employees, agents, or principals of Partnership while this Agreement is in effect. Provider agrees that its staff are not entitled to the rights or benefits afforded to Partnership employees, including disability or unemployment, worker's compensation, medical insurance, sick leave, or any other employment benefit. Provider is responsible for providing its staff with disability or unemployment, worker's compensation, training, permits, certifications, and licenses for itself and staff.

8.2 Provider acknowledges that no income, social security, or other taxes will be withheld or accrued by Partnership. Provider is responsible for filing and payment when due of all income taxes including estimated taxes, incurred as a result of the compensation paid by Partnership for Services under this Agreement. On request, Provider will provide Partnership with proof of timely payment of taxes. Provider agrees to indemnify Partnership for any claims, cost losses, fees, penalties, interest or damages suffered by Provider resulting from Provider's failure to comply with this provision.

ARTICLE IX - CONFIDENTIALITY

9.1 As used in this Agreement, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all SOWs under this Agreement), business and marketing plans, technology and technical information, product designs, and business processes, including information

concerning or obtained from patients, customers, Community Supports Providers and other third Parties. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; (iv) is received from a third party without breach of any obligation owed to the Disclosing Party; or (v) is required to be disclosed pursuant to court order or applicable law, including, without limitation, the California Public Records Act and the California Brown Act. The Receiving Party may not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission and the Receiving Party must restrict access to such Confidential Information to personnel within its organization other than employees who need such access in order to perform obligations contemplated under this Agreement. The Receiving Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event will either Party exercise less than reasonable care in protecting the Confidential Information.

9.2 Provider shall abide by confidentiality policies and professional ethics concerning patient medical information, including the privacy and security laws and regulations set forth in Applicable Requirements, including, but not limited to, HIPAA, HITECH Act, and CMIA.

9.3 With respect to any identifiable information concerning a Medi-Cal Member under this Agreement that is obtained by Provider: Provider (1) will not use any such information for any purpose other than carrying out the express terms of the Agreement; (2) will promptly transmit to Partnership all requests for disclosure of such information; (3) will not disclose except as otherwise specifically permitted by the Agreement, any such information to any party other than DHCS without prior written authorization from Partnership specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq.; Section 14100.2, Welfare and Institutions Code; and regulations adopted thereunder; and (4) will, at the expiration or termination of the Agreement, return all such information to Partnership or maintain such information according to written procedures of Partnership.

9.4 Provider will not disclose the payment provisions of this Agreement except as may be required by law.

ARTICLE X - INDEMNIFICATION AND INSURANCE

10.1 Provider accepts all responsibility for loss or damage to any person or entity, and to indemnify, hold harmless and defend Partnership, its agents and employees from and against any and all actions, claims, damages, disabilities or expenses including attorneys' fees, experts' fees, and witness costs that may be asserted by any person or entity, arising out of or in connection with the activities of Provider, its Subcontractors or employees provided for herein, but excluding any and all actions, claims, damages, liabilities or expenses due to the sole negligence or willful misconduct of Partnership. This indemnification obligation is not limited in any way by any limitation of the amount or type of damages, or compensation payable by or for Provider or its Subcontractors under workers' compensation acts, disability benefits acts, or other employee benefit acts.

10.2 Provider will maintain worker's compensation insurance in the amount required by law, comprehensive general liability insurance with coverage in the amount of $1,000,000 each occurrence and $2,000,000 in general aggregate, and professional liability coverage in the amount of $1,000,000 per each occurrence and $2,000,000 in general aggregate. Partnership must be listed as an additional insured with a waiver of subrogation in favor of Partnership. Provider acknowledges that specific projects may require they obtain additional insurance. Provider shall provide details about the additional insurance on the applicable Statement of Work, if necessary. Provider shall notify Partnership at least 30 days in advance of any insurance cancellations. Upon request,

Provider shall provide Partnership with a certificate of insurance evidencing required coverage. These indemnification provisions are independent of and may not in any way be limited by the Insurance requirements of this Agreement. Partnership's approval of the insurance required by this Agreement does not in any way relieve the Provider from liability under this section.

ARTICLE XI - TERM, TERMINATION, AND AMENDMENT

11.1 **TERM.** The term of this Agreement begins on the Effective Date; provided, however, Provider shall not provide Services hereunder until Provider has satisfactorily completed the Partnership provider credentialing process, if applicable. This Agreement shall remain in effect until cancelled by either party hereto by giving the other party thirty (30) days written notice. This Agreement is subject to DHCS approval and this Agreement will become effective only upon approval by DHCS in writing, or by operation of law where DHCS has acknowledged receipt of the Agreement, and has failed to approve or disapprove the proposed Agreement within sixty (60) calendar days of receipt or within DHCS' estimated date of completion, whichever is later, may be used at Partnership's sole risk and subject to possible subsequent disapproval by DHCS.

11.2 **TERMINATION WITH CAUSE.** In the event of a material breach by either Party, other than those material breaches set forth in Section 11.2, Immediate Termination by Partnership, the non-breaching Party, may terminate this Agreement by providing thirty (30) days written notice of the material breach of this Agreement to the breaching Party setting forth the reasons for such termination, provided, however, that if the breaching Party cures such breach during the thirty (30) day period, then this Agreement will not be terminated because of such breach unless the breach is not subject to cure.

11.3 **TERMINATION WITHOUT CAUSE.** This Agreement may be terminated by either Party, without cause, by providing ninety (90) days written notice of their intent to terminate and/or renegotiate this Agreement. Termination of this Agreement by either Party will not act as a waiver of any breach of this Agreement and will not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement.

11.4 **AMENDMENT.** Except as may otherwise specified in this Agreement and its exhibits, the Agreement may be amended only by both Parties agreeing to the amendment in writing, and must be executed by a duly authorized person of each Party. Partnership will inform Provider of prospective requirements added by federal or State law or DHCS that apply to the Medi-Cal Contract before the requirements become effective and Provider agrees to comply with the new requirements within thirty (30) calendar days of the new requirements effective date, unless otherwise instructed by DHCS.

a. Amendments to this Agreement will be submitted to DHCS for approval before use. Proposed changes that are neither approved nor disapproved by DHCS within sixty (60) calendar days after DHCS has acknowledged receipt or within DHCS' estimated date of completion, whichever is later, may be used at Partnership's sole risk and subject to possible subsequent disapproval by DHCS.
b. In the event a change in law, regulation or the Medi-Cal Contract requires an amendment to this Agreement, Provider's refusal to accept such amendment will constitute reasonable cause for Partnership to terminate this Agreement pursuant to the termination provisions hereof.

11.5 **SURVIVAL OF TERMS.** Termination of this Agreement will not affect any right or obligations hereunder which will have been previously accrued, or will thereafter arise with respect to any occurrence prior to termination. Such rights and obligations will continue to be governed by the terms of this Agreement. Any provisions of this Agreement which by nature, extend beyond the expiration, or termination of this Agreement, and those provisions that are expressly stated to survive termination, will survive the termination of this Agreement, and will remain in effect until all such obligations are satisfied. The following obligations of Provider will survive the termination of this Agreement regardless of the cause giving rise to termination and

will be construed for the benefit of the Medi-Cal Member: Section 4.4 Overpayments or Recoupments; Article VI Member Hold Harmless; Article X Indemnification and Insurance; Section 11.6 Continuity of Care Following Termination; and Section 12.2 Access to Records.

11.6 **CONTINUITY OF CARE FOLLOWING TERMINATION.** Provider agrees to assist Partnership in the orderly transfer of Medi-Cal Members to another Community Supports Provider of their choice or to whom they are referred. Furthermore, Provider shall assist Partnership as applicable in the transfer of a Member's care as needed and in accordance with Exhibit E, Section 1.17 (*Phaseout Requirements*) of the Medi-Cal Contract, in the event of termination of the Medi-Cal Contract for any reason Should this Agreement be terminated, Provider will, at Partnership's option, continue to provide Services to Medi-Cal Members who are under the care of Provider at the time of termination until the Services being rendered to the Medi-Cal Members by Provider are completed, unless Partnership has made appropriate provisions for the assumption of such services by another Community Supports Provider. Provider agrees to accept payment at the contract rate in place at the time of termination, which shall apply for up to six months following termination of the Agreement, and agrees to adhere to Partnership policies and procedures.

11.7 **TERMINATION NOT AN EXCLUSIVE REMEDY.** Any termination by either Party is not meant as an exclusive remedy and such terminating Party may seek whatever action in law or equity as may be necessary to enforce its rights under this Agreement.

ARTICLE XII - OTHER PROVISIONS

12.1 **NON-EXCLUSIVITY.** Nothing in this Agreement shall prohibits Partnership from seeking similar services from other companies, including signing an agreement with another similar company that would be considered competition. Provider agrees this will not be a conflict of interest.

12.2 **ACCESS TO RECORDS.**

12.2.1 Provider shall permit Partnership, any of Partnership's duly authorized representatives, and Regulatory Agencies, including, but not limited to, DHCS, the Department of Health Services, CMS, DHHS, DOJ, DMFEA, DMHC, or their designees to examine and audit all directly permitted books, documents, papers, records, computer, and other electronic systems of Provider involving transactions related to the Services outlined and included in this Agreement for the purpose of making audits, evaluations, examinations, excerpts and transcripts. Provider shall maintain records for a period of ten (10) years after the final date of the Medi-Cal Contract period or from the date of completion of any audit, whichever is later. Partnership shall give Provider thirty (30) days written notice of such request(s) unless a shorter timeframe is required for access by a Regulatory Agency. Provider agrees to timely gather, preserve, and provide to Regulatory Agencies, including, but not limited to, DHCS, CMS, and DMFEA, any records in Provider's possession, in accordance with Exhibit E, Section 1.27 (*Litigation Support*) of the Medi-Cal Contract.

12.3 **NON-DISCRIMINATION.**

a. **Medi-Cal Members.** Provider shall comply with all laws and regulations applicable to its operations and to the provision of services hereunder. Provider shall not discriminate against Members on the basis of race, color, creed, religion, language, sex, gender, gender identity, gender expression, marital status, political affiliation, ancestry, sexual orientation, sexual preference, national origin, ethnic group identification, health status, age, physical or mental disability, medical condition (including cancer), genetic information, pregnancy, childbirth, or related medical conditions, veteran's status, income, source of payment, or identification with any other persons or groups defined in Penal Code 422.56, or status as a Member of Partnership, or filing a complaint as a Member of Partnership. Members may exercise their

patient rights without adversely affecting how they are treated by Provider. Provider shall not condition treatment or otherwise discriminate on the basis of whether a Member has executed an advance directive. Provider shall fully comply with all Applicable Requirements that prohibit discrimination, including, but not limited to, Title I and II of the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act, of 1973, 45 C.F.R. Part 80 and 84, Title 28 CFR Part 36, Title IX of the Educational Amendments of 1973, California Government Code Sections 7405 and 11135, California Confidentiality of Medical Information Act at Civil Code Section 51 et seq., the Unruh Civil Rights Act, W&I Code section 14029.91, Title VI of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000(d), Section 1557 of the Patient Protection and Affordable Care Act, and all rules and regulations promulgated pursuant thereto. Discrimination includes, but is not limited to, denying any Member any Community Supports or availability of a facility; providing to a Member any Community Supports which is different, or is provided in a different manner or as a different time from that provided to other Members under this Agreement except where medically indicated; subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Community Supports; restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving many Community Supports, treating a Member differently from others in determining whether he or she satisfied any admission, enrollment, quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any Community Supports; the assignment of times or places for the provision of services on the basis of the sex, race, color, religion, ancestry, national origin, creed, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sexual orientation, identification with any other persons or groups defined in Penal Code section 422.56, or any other protected category of the Members to be served; utilizing criteria or methods of administration which have the effect of subjecting individuals to discrimination; failing to make auxiliary aids available, or to make reasonable accommodations in policies, practices, or procedures, when necessary to avoid discrimination on the basis of disability; and failing to ensure meaningful access to programs and activities for Limited English Proficient (LEP) Members and potential Members.

i. For the purpose of this Section 12.3, genetic information includes the carrying of a gene, which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genes include, but are not limited to, Tay-Sachs trait, sickle-cell trait, Thalassemia trait, and X-linked hemophilia.

b. **Employees or applicants for employment.** Provider and its subcontractors will not unlawfully discriminate or harass against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, ethnic group identification, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, use of family care leave, identification with any other persons or groups defined in Penal Code 422.56, or other protected status, and any other characteristics covered under state and federal law. Provider and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in CCR, Title 2, Division 4, Chapter 5 are incorporated into this Agreement by reference and made a part hereof as set forth in full. Provider will give notice of Provider's obligations under this Section to labor organizations with which Provider has a collective bargaining or other agreement.

12.4 **NOTICES**. Notices to the Parties in connection with the provisions of this Agreement shall be given either by electronic mail, fax, or by regular mail or overnight courier addressed as follows:

Sonja Bjork, CEO
Partnership HealthPlan of California
4665 Business Center Drive
Fairfield, CA 94534

Connie Beck, Director
County of Humboldt
825 5th Street, Room 126
Eureka, CA 95501

12.5 **COMPLIANCE WITH LAW.** Partnership with good cause, may impose and enforce administrative and/or financial sanctions, corrective action, and/or penalties against Provider due to non-compliance or failure to comply with applicable federal or state statutes, regulations, rules, contractual obligations, and as applicable, Partnership policies and procedures as solely determined by Partnership.

12.6 **CORRECTIVE ACTION AND NOTIFICATION OF SANCTIONS.** Partnership will provide written notice outlining the specific reasons, in Partnership's determination; Provider is in non-compliance of this Agreement. Required actions for Provider to cure the breach through corrective action will be set forth in the written notice. In the event Provider fails to cure those specific claims set forth by Partnership within twenty (20) days of the receipt of the notice, Partnership reserves the right to impose an administrative and/or financial sanctions and/or penalties against Provider up to and including termination of the Agreement immediately upon notice to Provider. Partnership shall notify the affected in writing twenty (20) days prior to the implementation date of any administrative sanction and thirty (30) days prior to the implementation date of any financial sanction. Such notice shall include:

a. Effective date;
b. Detailed findings of non-compliance;
c. Reference to the applicable statutory, regulatory, contractual, Partnership policy and procedures, or other requirements that are the basis of the findings;
d. Detailed information describing the sanction(s);
e. Timeframes by which the organization or individual shall be required to achieve compliance, as applicable;
f. Indication that Partnership may impose additional sanctions if compliance is not achieved in the manner and time frame specified;
g. Providers notice shall include their right to file a complaint (grievance) in accordance with Partnership policy and procedure MPPRGR210 Provider Grievance; and
h. Nonprovider entities notice shall include their right to file a complaint under the terms of their agreement with Partnership.

12.7 **FEDERAL AND STATE PROGRAM ELIGIBILITY.** Provider, to the best of its knowledge represents that neither it nor any of its employees have been or currently are under investigation for any violations of the various provisions or laws governing Medicare, Medicaid, any federally funded health care benefit program and/or any private health care benefit program which could lead to exclusion from such programs; and neither it nor any of its employees or agents has ever (1) been convicted of; (a) any offense related to the delivery of an item or service under Medicare, Medicaid, any private health care benefit program or any federally funded program; (b) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service; (c) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service; (d) obstructing an investigation of any crime referred to in (a), (b), or (c) above; or (e) unlawful manufacture, distribution, prescription or dispensing of a controlled substance; (2) been required to pay any civil monetary penalty regarding false, fraudulent or impermissible claims under, or payment to induce a reduction or limitation of health care services to beneficiaries of, any state, federal or private health care benefit program or any other federally funded program.

12.8 **FRAUD, WASTE, and ABUSE.** Provider shall implement and maintain policies and procedures designed to detect and prevent fraud, waste, and abuse as outlined in 42 CFR 438.608. Provider is responsible for reporting all cases of suspected fraud, waste, and abuse, as defined in 42 CFR Section 455.2 where there is reason to believe that an incident of fraud and/or abuse has occurred by Medi-Cal Members or by providers. Provider shall report cases of suspected or confirmed fraud, waste, or abuse to Partnership immediately upon discovery, but no later than ten (10) days. Provider agrees to cooperate with any investigations under this section and provide DHCS and/or Partnership any documentation, reports or records deemed relevant to the investigation in accordance with Exhibit A, Attachment III, Subsection 1.3.2.D (*Contractor's Reporting Obligations*) and Subsection 1.3.2.D.6) (*Confidentiality*) of the Medi-Cal Contract.

12.9 **WAIVER/ESTOPPEL.** Nothing in this Agreement is considered to be waived by any Party, unless the Party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching Party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either Party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

12.10 **FORCE MAJEURE.** Each Party will take commercially reasonable steps to prevent and recover from disruptive events that are beyond its control and represents that it has backup systems in place in case of emergencies or natural disasters. If either Party is wholly or in part, unable to perform any or part of its duties or functions under this Agreement because an act of war, riot, terrorist action, weather-related disaster, earthquake, public health emergency, governmental action, unavailability or breakdown of equipment, or other industrial disturbance which is beyond the reasonable control of the Party obligated to perform and which by the exercise of reasonable diligence such Party is unable to prevent (each a "Force Majeure Event"), then, and only upon giving the other Party notice by telephone, facsimile, e-mail, or in writing within a reasonable time frame and in reasonably full detail of the Force Majeure Event, such Party's duties or functions will be suspended during such inability; provided, however, that in the event that a Force Majeure Event delays such Party's performance more than thirty (30) days following the date on which notice was given to the other Party of the Force Majeure Event, the other Party may terminate this Agreement. Neither Party will be liable to the other for any damages caused or occasioned by a Force Majeure Event. Government actions resulting from matters that are subject to the control of the Party will not be deemed Force Majeure Events.

12.11 **ASSIGNMENT AND DELEGATION.** Provider shall not assign, sublet, or transfer any interest in or duty under this Agreement without written consent of Partnership and DHCS, and no assignment shall be of any force or effect whatsoever unless and until Partnership shall have so consented in writing. Provider agrees that the assignment or delegation of this Agreement shall void unless prior written approval is obtained by DHCS. Provider shall make sure those employees properly perform their responsibilities under this Agreement.

12.12 **DISPUTE RESOLUTION.**

a. In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arise between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute.
b. Any dispute or controversy arising under or in connection with this Agreement, or the breach thereof, or the commercial or economic relationship of the Parties hereto unresolved by the mechanisms above shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award will be rendered by the arbitrator, and may be entered in any court having jurisdiction thereof. The arbitration will be governed by the U.S. Arbitration Act 9 U.S.C. 33 1-16, to the exclusion of any provisions of state law inconsistent therewith or which would produce a different result. The arbitration is to take place in Solano County and by a single arbitrator knowledgeable in health care administration. The arbitrator shall not have the power to commit errors of law or legal

reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure Sections 1286.2 or 1286.6 for such error. The arbitrator(s) shall have the power to grant all legal and equitable remedies available under California law, including but not limited to, preliminary and permanent private injunctions, specific performance, reformation, cancellation, accounting and compensatory damages; provided, however, that the arbitrator(s) shall not be empowered to award punitive damages, penalties, forfeitures or attorney's fees. Each party shall be responsible for their own attorney fees. The party against whom the award is rendered will pay any monetary award and/or comply with any other order of the arbitrator within sixty (60) days of the entry of judgment on the award, or take an appeal pursuant to the provisions of the California Civil Code. Notwithstanding the dispute resolution process herein, all disputes are subject to the provisions of the California Government Claims Act (Government Code § 905 et seq.).

12.13 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the Medi-Cal Contract, the Applicable Requirements, including, but not limited to, 42 CFR Section 438.230, the Knox-Keene Health Care Service Plan Act of 1975 as codified in H&S Code section 1340 *et seq*. (unless otherwise excluded under the Medi-Cal Contract), 28 CFR Section 1300.43 *et seq*., W&I Code section 14000 *et seq*., and 22 CCR sections 53800 *et seq*, 22 CCR sections 53900 *et seq.* Each party represents and warrants that it is currently, and for the duration of this Agreement will remain in compliance with all applicable local, State and federal laws and regulations. The validity, construction, interpretation and enforcement of this Agreement will be governed by the laws of the State of California, the United States of America, and the contractual obligations of Partnership. Partnership and Provider agree to comply with all Applicable Requirements and the Medi-Cal Managed Care Program.

12.14 **ENTIRE AGREEMENT.** This Agreement and its attachments, constitutes the entire agreement between the Parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the Parties relating to the subject matter of this Agreement.

12.15 **SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

12.16 **COUNTERPARTS.** This Agreement may be executed by electronic signature or in one or more counterparts, each of which will be deemed an original, but all of which, together, shall constitutes one agreement.

IN WITNESS THEREOF, the Parties have caused their duly authorized representatives to execute this Agreement.

PARTNERSHIP HEALTHPLAN OF CALIFORNIA	**COUNTY OF HUMBOLDT**
By: _____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date:_____

EXHIBIT A – DHCS PRE-APPROVED COMMUNITY SUPPORTS

Pursuant to the terms of this Agreement, Provider shall provide the following DHCS Pre-Approved Community Supports to Members (check as applicable):

i. ☒ Housing Transition Navigation Services
ii. ☒ Housing Deposits
iii. ☒ Housing Tenancy and Sustaining Services
iv. ☐ Short-Term Post-Hospitalization Housing
v. ☐ Recuperative Care (Medical Respite)
vi. ☐ Respite Services
vii. ☐ Day Habilitation Programs
viii. ☐ Nursing Facility Transition/Diversion to Assisted Living Facilities, such as Residential Care Facilities for Elderly (RCFE) and Adult Residential Facilities (ARF)
ix. ☐ Community Transition Services/Nursing Facility Transition to a Home
x. ☐ Personal Care and Homemaker Services
xi. ☐ Environmental Accessibility Adaptations (Home Modifications)
xii. ☐ Meals/Medically Tailored Meals
xiii. ☐ Sobering Centers
xiv. ☐ Asthma Remediation

EXHIBIT B – COMMUNITY SUPPORTS FEE SCHEDULE

COUNTY OF HUMBOLDT
EFFECTIVE DATE: June 1, 2024

COMMUNITY SUPPORTS SERVICES

Community Supports services will be reimbursed on a Fee-For-Service (FFS) basis in accordance with the approved Treatment Authorization Request (TAR) on file.

Service	Rate	Frequency
Housing Transition/Navigation	$386.00	Once Per Month
Housing Deposits	Up to $5,000.00	Once Per Lifetime
Housing Tenancy and Sustaining Services	$222.00	Up to Two (2) Units Per Month

Refer to the Provider Manual for additional billing criteria at www.Partnershiphp.org

EXHIBIT C – DATA SHARING AGREEMENT

RECITALS

WHEREAS, Partnership HealthPlan of California (Partnership) is a county organized health system (COHS) contracted with the State of California Department of Health Services to develop and maintain a health delivery system for assigned Medi-Cal Beneficiaries (Members) in several counties in Northern California.

WHEREAS, County of Humboldt is an entity with experience and/or training providing one or more of the Community Supports approved by DHCS to the identified Members.

FURTHERMORE, County of Humboldt is a contracted provider in good standing with Partnership.

WHEREAS, both Parties desire to implement and participate in a two-way Data Sharing Agreement ("DSA") to act as both a Data Provider and a Data Recipient in that each has agreed to provide and obtain patient data (Medi-Cal data file(s)) through a direct exchange with the focus on treatment purposes for identified Members.

WHEREAS, to ensure the integrity, security, and confidentiality of such data and to permit only appropriate disclosure and use as may be permitted by law, Partnership and County of Humboldt (also referred to as "Party", "Parties") enter into this DSA to comply with the following specific sections. This DSA shall be binding on any successors to the Parties.

AGREEMENT FOR DISCLOSURE AND USE OF DATA AND DOCUMENTS

1. This DSA is by and between Partnership HealthPlan of California (Partnership) and County of Humboldt and is effective June 1, 2024.

2. This DSA addresses the conditions under which the Parties will disclose and the User(s) of each Party will obtain and use Medi-Cal data file(s). This DSA supplements any agreements between the Parties with respect to the use of information from data and overrides any contrary instructions, directions, agreements, or other understandings with respect to the data specified in this DSA not contained in the Master Services Agreement to which this is an Exhibit, the Medi-Cal Contract, and the Applicable Requirements. The terms of this DSA may be changed only by a written modification to this DSA or by the Parties entering into a new agreement. The Parties agree further that instructions or interpretations issued to the User(s) of each Party concerning this DSA, and the data specified herein in Exhibits C-1 and C-2 to be shared, shall not be valid unless issued in writing by each Party's point-of-contact specified in Section 4 or the signatories to this DSA.

3. The parties mutually agree that the following named individuals are designated as "Custodians of the Files" on behalf of the user(s) and shall be responsible for the observance of all conditions of use and for establishment

and maintenance of security arrangements as specified in this DSA to prevent unauthorized use or disclosure. The Parties agree to notify the other Party within fifteen (15) days of any change to the custodianship information.

Partnership HealthPlan of California
Name of Custodian of Files Title/Component Tina Buop, CIO
Company Address 4665 Business Center Dr.
City/State/Zip Fairfield, CA 94534
Phone Number/Email Address 707-366-3825 / tbuop@partnershiphp.org

County of Humboldt
Name of Custodian of Files Title/Component
Company Address
City/State/Zip
Phone Number/Email Address

4. The Parties mutually agree that the following named individual(s) will be designated as "point-of-contact" for the Agreement on behalf of each Party.

Partnership HealthPlan of California
Name of Designated Individual and Title Sonja Bjork, CEO
Direct Phone Line

707-419-7931
Direct Email Address Direct Email Address sbjork@partnershiphp.org

County of Humboldt
Name of Designated Individual and Title
Direct Phone Line
Direct Email Address

5. The Parties mutually agree that the following specified Exhibits are part of this DSA:

   Exhibit C-1 – (Inbound Data)

   Exhibit C-2 – (Outbound Data)

   This DSA will terminate on the expiration date of the Agreement, or on the date Partnership terminates the Community Supports Master Services Agreement with County of Humboldt, or when the Parties agree the data sharing is no longer needed as part of continuing healthcare operations, as set forth in this Exhibit C.

6. The data specified in this DSA constitutes Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from Partnership containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") enacted as part of the American Recovery and Reinvestment Act of 2009, (collectively, "the HIPAA Rules"), California Confidentiality of Medical Information Act, California Health and Safety Code 1280.15, California Civil Code § 56 et. seq., and California Civil Code 1798 et. seq., 42 CFR Part 2, and the provisions of other applicable federal and state law. The User(s) specifically agree they will not use the Exhibit C data for any purpose other than that authorized in this DSA. The User(s) also specifically agree they will not use any Partnership data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than Partnership as provided in this DSA.

7. The following definitions shall apply to this DSA. The terms used in this DSA, but not otherwise defined, shall

have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

a. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, the Final Omnibus Rule, and the California Information Practices Act.

b. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer, or health care clearinghouse, and relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.

c. Personal Information (PI) shall have the meaning given to such term in Civil Code section 1798.29.

d. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.

e. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas, or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

f. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.

g. Unsecured PHI shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h), the HIPAA regulations and the Final Omnibus Rule.

8. The Parties represent and warrant that, except as authorized in writing and agreed upon by both Parties, the User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this DSA to any person, company, or organization. The Parties agree that, within each Party's organizations, access to the data covered by this DSA shall be limited to the minimum number of individuals (User(s)) necessary to achieve the purpose stated in this DSA or Exhibit C-1 and Exhibit C-2 and to those

individuals on a need-to-know basis only. The user(s) shall not use or further disclose the information other than is permitted by this DSA or as otherwise required by law. The user(s) shall not use the information to identify or contact any individuals.

9. The Parties agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA and the HITECH, and the Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The Parties also agree to provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies. In addition, the Parties agree to comply with the specific security controls enumerated in Exhibit D of this DSA. The Parties also agree to ensure that any agents, including a subcontractor, to whom they provide Partnership data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the Parties with respect to such information.

10. The Parties acknowledge that in addition to the requirements of this DSA they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164 of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et. seq., and the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order. The Parties also agree to ensure that any agents, including a subcontractor, to whom they provide the Partnership data, agree to the same restrictions and conditions that apply to each Party with respect to such information.

11. The Parties agree to report to the other any use or disclosure of the information not provided for by this DSA of which it becomes aware, immediately upon discovery, and to take further action regarding the use or disclosure as specified in Exhibit D, Business Associate Agreement.

12. The Parties agree to train and use reasonable measures to ensure compliance with the requirements of this DSA by employees who assist in the performance of functions or activities under this DSA and use or disclose data, and to discipline such employees who intentionally violate any provisions of this DSA, including by termination of employment. In complying with the provisions of this section, the Parties shall observe the following requirements:

    a. The Parties shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this DSA and use or disclose data; and

b. The Parties shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

13. From time to time, Partnership may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books, and records of County of Humboldt to monitor compliance with this DSA. County of Humboldt shall promptly remedy any violation of any provision of this DSA and shall certify the same to the Partnership Privacy Officer in writing. The fact that Partnership inspects, or fails to inspect, or has the right to inspect, County of Humboldt facilities, systems and procedures does not relieve County of Humboldt of their responsibility to comply with this DSA.

14. From time to time, County of Humboldt may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of Partnership to monitor compliance with this DSA. Partnership shall promptly remedy any violation of any provision of this DSA and shall certify the same to the County of Humboldt Privacy Officer in writing. The fact that County of Humboldt inspects, or fails to inspect, or has the right to inspect Partnership facilities, systems and procedures does not relieve Partnership of their responsibility to comply with this DSA.

15. The Parties acknowledge that penalties under 45 CFR, parts 160, 162, and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this DSA. The User(s) further acknowledge that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the User(s), or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

16. By signing this DSA, the Parties agree to abide by all provisions set out in this DSA and in Exhibit D and for protection of the data file(s) specified in this DSA, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the DSA. Further, the Parties agree that any material violations of the terms of this DSA or any of the laws and regulations governing the use of data may result in denial of access to data to the Party in breach of the DSA.

17. This DSA shall remain in effect both during the term of the project, and during continuing operations of the project defined in Exhibit D. If there comes a time when there is no longer a requirement for the data sharing to continue, then this DSA will terminate, and at that time all data provided by Partnership must be destroyed, in accordance with 45 CFR Parts 160 and 164 of the HIPAA regulations and a certificate of destruction sent to the Partnership representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to Partnership. All representations, warranties, and certifications shall survive termination.

18. Termination for Cause. Upon a Party's knowledge of a material breach or violation of this DSA by the other Party, said Party may provide an opportunity for the breaching Party to cure the breach or end the violation and may terminate this DSA if the breaching Party does not cure the breach or end the violation within the time specified by said Party, said Party may terminate this DSA immediately if the breaching Party breaches a

material term and said Party determines, in its sole discretion, that a cure is not possible or available under the circumstances. Upon termination of this DSA, the breaching Party must destroy all PHI and PI in accordance with 45 CFR Parts 160 and 164 of the HIPAA regulations. The provisions of this DSA governing the privacy and security of the PHI and PCI shall remain in effect until all PHI and PI is destroyed or returned to said Party.

19. This DSA may be signed in counterpart and all parts taken together shall constitute one agreement.

On behalf of Partnership and County of Humboldt the undersigned individual, hereby attests that he or she is authorized to enter into this DSA and agrees to all the terms specified herein.

PARTNERSHIP HEALTHPLAN OF CALIFORNIA	**COUNTY OF HUMBOLDT**
By: _____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date:_____

EXHIBIT C-1 – REQUEST FOR CLINICAL DATA (INBOUND)

Partnership HealthPlan of California (Partnership) Request for Clinical Data (Inbound)
Project Background and Scope

Background

Partnership HealthPlan of California coordinates the health care of its members. To do this, Partnership maintains information about its members, such as the lab results, the medications they are taking, and the treatment they are receiving. Partnership's competencies in core health care operations include claims adjudication, utilization management, care coordination, quality improvement, cost avoidance and many more. Partnership is engaged in coordinating and managing health care and related services of its members by consulting between health care providers and in referring its members to other health services. Partnership conducts quality assessment and improvement activities to improve member health, and to reduce overall health care costs. Partnership is also involved in other health care operations activities listed under 45 CFR 164.506.

Purpose

The purpose of Partnership's request for clinical data is to receive and store all clinical data in a central data repository so it can be used to improve quality of care, reduce cost of care, and improve efficiency and coordination of care with the help of most current summary of care records and enhanced quality of reporting and analytics.

Scope

The scope of Partnership's request for Clinical Data includes the following list of data types as applicable to services rendered by County of Humboldt to Partnership members. County of Humboldt will send the data to Partnership in the formats and methods mutually agreed upon.

Req#	Type of Data

1	• **Provider Information**
	  o Name
	  o Address
	  o Phone Number
	  o Fax Number
	  o NPI
	• **Member Information**
	  o CIN (State Identification Number)
	  o Member ID (Partnership Identification Number)
	  o Member First Name
	  o Member Last Name
	  o Member DOB
	  o Member Sex
	  o Member Address

	○ Member Phone Number ○ Member Authorized Representative (if any – Name and Address) • **Member Diagnosis Information** ○ Member Diagnosis Description ○ Medical Justification ○ Current ICD-CM Code
2	• **Service Request Information** ○ Specific Services Requested ○ Units of Service ○ NDC/UPC or Procedure Code ○ Quantity ○ Charges

EXHIBIT C-2 – REQUEST FOR PATIENT DATA (OUTBOUND)

Background and Purpose

The Patient Level Utilization Data in Medi-Cal requested from Partnership provides value to capitated PCPs in the following ways:

- Supports PCP participation in Complex Care Management programs and allows for better program planning related to infrastructure and staffing.
- Permits PCPs to target particular target populations for intervention.
- Allows PCPs to have a more complete medical record for patients which will lead to better diagnosis/coding for complexity and ultimately better care/treatment
- Enables more sophisticated program evaluation
- Promotes system level coordinated care across the health system
- All inpatient data will come from claims, no authorizations will be included since the implementation of EDIE will be coming shortly.

REQ #	Type of Data	Examples	Comments

1	Member Information	**Will contain the following elements:**
		• Member Information
		  ○ CIN (State Identification Number)
		  ○ Member ID # (Partnership Identification Number)
		  ○ Member First Name
		  ○ Member Last Name
		  ○ Date of Birth
		  ○ Sex
		  ○ Member Address
		  ○ Member Phone Number	

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA"), effective as of June 1, 2024 ("Effective Date") is entered into by and between PARTNERSHIP HEALTHPLAN OF CALIFORNIA (the "Plan" or "Covered Entity") and COUNTY OF HUMBOLDT ("Business Associate"). PARTNERSHIP HEALTHPLAN OF CALIFORNIA and COUNTY OF HUMBOLDT may be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the Parties have entered into a Community Supports Master Services Agreement effective June 1, 2024 ("Agreement") which may require Business Associate's use or disclosure of protected health information ("PHI") in performance of the services described in the Agreement on behalf of the Plan.

WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and any regulations promulgated thereunder (collectively the "HIPAA Rules"), and other applicable State and federal laws, including but not limited to, the California Confidentiality of Medical Information Act ("CMIA"), California Health and Safety Code §1280.15, the Information Practices Act located at California Civil Code § 1798.82 et seq., Confidentiality of Alcohol and Drug Abuse Patient Records located at 42 CFR Part 2, California Welfare and Institutions Code § 5328, and California Health and Safety Code § 11845.5 as amended from time to time (collectively referred to as the "Privacy Rules").

WHEREAS, this BAA, in conjunction with the HIPAA Rules, sets forth the terms and conditions pursuant to which PHI (in any format) that is created, received, maintained, or transmitted by, the Business Associate from or on behalf of the Plan, will be handled between the Business Associate, the Plan and with third parties during the term of the Agreement(s) and after its termination.

WHEREAS, Covered Entity has a Medi-Cal contract ("Medi-Cal Contract") with the California Department of Health Care Services ("DHCS"), pursuant to which Covered Entity provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI in order to fulfill Covered Entity's obligations under the Medi-Cal Contract. As a subcontractor of Covered Entity, Business Associate will be assisting in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI in order to help fulfill Covered Entity's obligations under the Medi-Cal Contract and its own obligations under the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Availability, Breach, Confidentiality, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. SPECIFIC DEFINITIONS

2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this BAA, shall mean COUNTY OF HUMBOLDT.

2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this BAA, shall mean PARTNERSHIP HEALTHPLAN OF CALIFORNIA.

2.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and HITECH.

2.4 "Services" shall mean, to the extent and only to the extent, they involve the creation, use or disclosure of PHI, the services provided by Business Associate to the Plan under the Agreement, including those set forth in this BAA, as amended by written consent of the parties from time to time.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

3.1 Not use or disclose PHI or other confidential information other than as permitted or required by the BAA or as required by law;

3.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the BAA;

3.3 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Plan. Business Associate shall comply with the applicable standards at Subpart C of 45 CFR Part 164. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels;

3.4 Identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C;

3.5 Shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework;

3.6 Apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used;

3.7 Employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information;

3.8 Immediately report to the Plan any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including, but not limited to, Breaches or suspected Breaches of unsecured PHI under 45 CFR 164.410, and any Security Incident or suspected Security Incidents of PHI or confidential

information which it becomes aware. Business Associate shall report the improper or unauthorized use or disclosure of PHI or potential loss of confidential information within 24 hours to the Plan. Business Associate shall immediately investigate any suspected Security Incident or Breach. Business Associate shall provide Covered Entity with all requested information so Covered Entity may comply with its reporting obligations to DHCS per the Medi-Cal Contract and all required Breach notifications. Business Associate shall mitigate, to the extent practicable, any harmful effects that is known to Business Associate of such Breach or Security Incident of PHI or other confidential information in violation of this BAA. Business Associate shall indemnify Covered Entity against any losses, damages, expenses or other liabilities including reasonable attorney's fees incurred as a result of Business Associate's or its agent's or Subcontractor's unauthorized use or disclosure of PHI including, but not limited to, the costs of notifying individuals affected by a Breach;

3.9 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors, agents, vendors, or others that create, receive, maintain, or transmit PHI and/or confidential information 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;

3.10 Make available PHI in a designated record set to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.524;

3.11 Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Plan pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the Plan's obligations under 45 CFR 164.526;

3.12 Forward any requests from a Plan member for access to records maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding access to records;

3.13 Direct any requests for an amendment from an individual as soon as they are received to the Plan. The Business Associate will incorporate any amendments from the Plan immediately upon direction from the covered entity;

3.14 Maintain and make available the information required to provide an accounting of disclosures to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.528;

3.15 Forward any requests from a Plan member for an accounting of disclosures maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding the provision of an accounting of disclosures;

3.16 To the extent the Business Associate is to carry out one or more of the Plan's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s);

3.17 Make its internal practices, books, and records available to Covered Entity, the Secretary, and DHCS upon reasonable request for purposes of determining compliance with the HIPAA Rules. Make its facilities and systems available to DHCS to monitor compliance with the Medi-Cal Contract;

3.18 Ensure that all members of its Workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The confidentiality statement must be renewed annually;

3.19 Agree to comply with DHCS's monitoring provisions contained in the Medi-Cal Contract;

3.20 Agree to comply with the more protective of the privacy and security standards defined herein as Privacy Rules. Therefore, to the extent other applicable state laws or federal laws provide a greater degree of protection and security than HIPAA or are more favorable to the individuals whose information is concerned, Business Associate shall comply with the more protective applicable privacy and security standards. Business Associate shall treat any violation of the more protective standards as a Breach or Security Incident pursuant to Section 3.8 herein;

3.21 If applicable, in the event Business Associate received data from Covered Entity that was verified by or provided by Social Security Administration ("SSA") and is subject to an agreement between DHCS and SSA, upon request, Business Associate shall provide Covered Entity with a list of all employees and agents who have access to such data, including employees and agents of its agents, so that Covered Entity can submit this list to DHCS. Business Associate shall notify Covered Entity immediately upon the discovery of a suspected breach or security incident that involves SSA data;

3.22 Shall promptly report to Covered Entity if Business Associate is the subject of any audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the Community Supports Master Services Agreement, so Covered Entity can report this information to DHCS per the Medi-Ca Contract;

3.23 Shall promptly report to Covered Entity if Business Associate is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall report this to Covered Entity unless it is legally prohibited from doing so. Covered Entity is then required to report this information to DHCS per the Medi-Cal Contract; and

3.24 Shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement, available to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings commenced against DHCS or Covered Entity, or their directors, officers or employees.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 Business Associate may only use or disclose PHI, inclusive of de-identified data derived from such PHI, as necessary to perform the functions, activities, Services set forth in the Agreement, provided that such use and disclosure would not violate HIPAA or other applicable laws if done by Covered Entity.

4.2 Business Associate must obtain approval from the Plan before providing any de-identified information in accordance with 45 CFR 164.514(a)-(c). Business Associate, if approved, will obtain instructions for the manner in which the de-identified information will be provided.

4.3 Business Associate may use or disclose PHI as required by law.

4.4 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Plan's minimum necessary policies and procedures.

4.5 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan except for the specific uses and disclosures set forth below.

4.6 Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4.7 Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

5. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

5.1 The Plan shall notify Business Associate of any limitations in the notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

5.2 The Plan shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5.3 The Plan shall notify Business Associate of any restriction on the use or disclosure of PHI that the Plan has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

6.1 The Plan shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

7. TERM AND TERMINATION

7.1 Term. The Term of this BAA shall be effective as of June 1, 2024 and shall terminate on the expiration date of the Agreement or on the date the Plan terminates for cause as authorized in Paragraph 7.2 below, whichever is sooner.

7.2 Termination for Cause. Business Associate authorizes termination of this BAA by the Plan, if the Plan determines, in its sole discretion, that Business Associate has violated a material term of this BAA and either:

7.2.1 The Plan provides Business Associate an opportunity to cure the Breach or end the violation within a time specified and Business Associate does not cure the Breach or end the violation within the time specified by the Plan; or

7.2.2 The Plan immediately terminates this BAA upon notice if the Plan determines, in its sole discretion, that a cure is not possible.

7.3 Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from the Plan, or created, maintained, or received by Business Associate on behalf of the Plan, shall:

7.3.1 Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

7.3.2 Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the Business Associate still maintains in any form. If return or destruction is not feasible, Business Associate shall notify Covered Entity. Covered Entity is then required to notify DHCS and DHCS may require additional terms and conditions under which Business Associate may retain the PHI and Business Associate shall agree to such terms;

7.3.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

7.3.4 Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 4 of this BAA which applied prior to termination; and

7.3.5 Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

7.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

8. MISCELLANEOUS

8.1 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of Parties, any rights, remedies, obligations or liabilities whatsoever.

8.2 Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

8.3 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any provision of this BAA which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this BAA shall be effective on the effective date of the laws necessitating it, and shall be binding on the Parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the Parties.

8.4 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

8.5 Counterparts; Facsimile Signatures. This BAA may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. This BAA may be executed and delivered by facsimile or in PDF format via email, and any such signatures will have the same legal effect as manual signatures. If a Party delivers its executed copy of this BAA by facsimile signature or email, such party will promptly execute and deliver to the other party a manually signed original if requested by the other party.

Acknowledged and agreed:

PARTNERSHIP HEALTHPLAN OF CALIFORNIA	**COUNTY OF HUMBOLDT**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT E – DHCS REGULATORY REQUIREMENTS

This Exhibit sets forth the applicable requirements that are mandated by the DHCS Medi-Cal Contract with PARTNERSHIP ("DHCS Contract"). State and Federal laws and regulations, and applicable All Plan Letters. Any citations in this Exhibit are to the applicable sections of the DHCS Contract, or applicable law. This Exhibit will automatically be modified to conform to subsequent changes in law or government program requirements. In the event of a conflict between this Exhibit and any other provision of the Agreement, this Exhibit will control with respect to Medi-Cal. Any capitalized term utilized in this Exhibit will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this Exhibit. If a capitalized term used in this Exhibit is not defined in the Agreement or this Exhibit, it will have the same meaning ascribed to it in the DHCS Contract.

1. The parties acknowledge and agree that this Agreement specifies Partnership's obligations and functions undertaken by Provider. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.1).)

2. The parties acknowledge and agree that the term of the Agreement, including the beginning and end dates as well as methods of extension, renegotiation, phaseout, and termination, are included in this Agreement. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.2).)

3. The parties acknowledge and agree that this Agreement contains full disclosure of the method and amount of compensation or other consideration to be received by Provider from Partnership. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.3).)

4. The parties acknowledge that this Agreement and any amendments thereof shall become effective only upon approval by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.2.B and Section 3.1.6.B.4).)

5. Provider agrees that assignment or delegation of this Agreement and any related subcontract will be void unless prior written approval is obtained from DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.5)–6).)

6. This Agreement will be governed by and construed in accordance with all applicable laws and regulations governing the DHCS Contract, including, but not limited to, 42 CFR section 438.230, the Knox-Keene Health Care Services Plan Act of 1975 as codified in Health and Safety Code Section 1340 *et seq.* (unless expressly excluded under the DHCS Contract); 28 CCR Section 1300.43 *et seq*.; W&I Code Sections 14000 *et seq*.; 22 CCR Sections 53800 *et seq.;* and 22 CCR Sections 53900 *et seq.* (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.7).)

7. Provider shall comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program pertaining to the obligations and functions undertaken by Provider, including, but not limited to, all applicable Medicaid and Medi-Cal laws, regulations, sub-regulatory guidance, All Plan Letters, and the provisions of the DHCS Contract. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.8).)

8. If applicable, Provider shall submit to Partnership, either directly or through an Partnership subcontractor, as applicable, complete, accurate, reasonable, and timely reports and data as needed by Partnership, in order for Partnership to meet its reporting requirements to DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.10); DHCS APL 23-006.)

9. Provider will comply with all monitoring provisions in the DHCS Contract and any monitoring requests by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.11).)

10. Provider shall maintain and make available to DHCS, upon request, copies of all contracts it enters related to the performance of the obligations and functions it undertakes pursuant to the Agreement, and to ensure that such contracts are in writing. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.12).)

11. Provider shall make all of its premises, facilities, equipment, books, records, contracts, computer, and other electronic systems pertaining to the obligations and functions undertaken pursuant to the Agreement, available for the purpose of an audit, inspection, evaluation, examination, or copying pursuant to the Access Requirements and State's Right to Monitor, as set forth in DHCS Contract, Exhibit E, Section 1.22 (*Inspection and Audit of Records and Facilities*), as follows: (a) In accordance with inspections and audits, as directed by DHCS, CMS, U.S. Department of Health and Human Services (DHHS) Inspector General, the Comptroller General, Department of Justice (DOJ), Department of Managed Health Care (DMHC), or their designees; and (b) At all reasonable times at Provider's place of business or at such other mutually agreeable location in California. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.13).)

12. Provider shall maintain all of its books and records, including Encounter Data, as applicable, in accordance with good business practices and generally accepted accounting principles for a term of at least ten (10) years from the final date of the DHCS Contract period or from the date of completion of any audit, whichever is later. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.14).)

13. Provider shall timely gather, preserve and provide to DHCS, CMS, Attorney General's Division of Medi-Cal Fraud and Elder Abuse (DMFEA), and any authorized State or federal regulatory agencies, any records in Provider's possession, in accordance with the DHCS Contract, Exhibit E, Section 1.27 (*Litigation Support*). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.15).)

14. To the extent applicable, Provider and its subcontractors must assist Partnership in the transfer of the Member's care as needed, and in accordance with the DHCS Contract, Exhibit E, Section 1.17 (*Phaseout Requirements),* in the event of termination of this Agreement, or the Medi-Cal Contract termination for any reason. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.16).)

15. Provider shall notify DHCS in the event this Agreement is amended or terminated for any reason. Notice is considered given when properly sent via the United States Postal Service as first-

class registered mail to the address listed below, or when sent via email to DHCS at the email address designated by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.17).)

Department of Health Care Services
Managed Care Operations Division
MS 4407
P.O. Box 997413
Sacramento, CA 95899-7413
Attention: DHCS Contract Manager

16. Provider must hold harmless both the State and Members in the event Partnership, or another Partnership subcontractor if applicable, cannot or will not pay for obligations and functions undertaken pursuant to this Agreement. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.18).)

17. Provider and its subcontractors must participate and cooperate in Partnership's Quality Improvement System as applicable. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.19).)

18. If Provider and its subcontractors takes on Quality Improvement activities, the Agreement and/or the relevant subcontracts must include those provisions stipulated in DHCS Contract, Exhibit A, Attachment III, Subsection 2.2.5 (*Subcontractor and Downstream Subcontractor QI Activities*). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.20).)

19. To the extent Provider undertakes coordination of care obligations and functions for Members, Partnership shall share with Provider any utilization data that DHCS has provided to Partnership and Provider agrees to receive the utilization data and use it solely for the purpose of Member care coordination. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.21).)

20. Partnership must inform Provider of prospective requirements added by State or federal law or DHCS related to the DHCS Contract that impact obligations and functions undertaken through the Agreement before the requirement would be effective, and Provider must comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.22).)

21. Provider must inform its subcontractors taking on delegated Partnership functions of prospective requirements added by State or federal law or DHCS related to the DHCS Contract that impact obligations and functions undertaken through the subcontract before the requirement would be effective, and the subcontractors must comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.23).)

22. To the extent applicable, Provider must ensure that cultural competency, sensitivity, Health Equity, and diversity training is provided for Provider's staff at key points of contact with Members. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.24).)

23. To the extent that Provider communicates with Members, Provider must provide interpreter services for Members and comply with language assistance standards developed pursuant to Health and Safety Code section 1367.04. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.25).)

24. Provider will notify Partnership within ten (10) working days of any suspected fraud, waste, or abuse. Provider agrees that Partnership may share such information with DHCS in accordance with DHCS Contract, Exhibit A, Attachment III, Section 1.3.2.D (*Contractor's Reporting Obligations*) and Section 1.3.2.D.6) (*Confidentiality*). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.26).)

25. Provider shall (i) report to Partnership, or to an Partnership subcontractor as applicable, when Provider has received an overpayment, (ii) return the overpayment to Partnership within sixty (60) calendar days after the date on which the overpayment was identified, and (iii) notify Partnership in writing of the reason for the overpayment. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.27).)

26. Provider must perform the obligations and functions undertaken pursuant to this Agreement, including, but not limited to, reporting responsibilties, in compliance with Partnership's obligations under the DHCS Contract in accordance with 42 CFR section 438.230(c)(1)(ii). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.28).)

27. Provider agrees and acknowledges that DHCS is a direct beneficiary of the Agreement with respect to all obligations and functions undertaken pursuant to this Agreement and that DHCS may directly enforce any and all provisions of the Agreement. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.29).)

28. Provider agrees to provide Partnership with written disclosures on ownership and control as required under 42 CFR 455.104 and 22 CCR 51000.35, prior to commencing services under this Agreement. This Agreement and all information received from Provider in accordance with the subcontract requirements under the DHCS Contract shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of Provider, stockholders owning more than 5 percent of the stock issued by Provider, and major creditors holding more than 5 percent of the debt of Provider will be attached to the Agreement at the time the Agreement is presented to DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.12; DHCS APL 23-006.)

29. Provider, and Provider's employees, officers, and directors, shall comply with the conflict of interest requirements set forth in Exhibit H of the DHCS Contract. (DHCS Contract, Exhibit

H, Section A.)

30. Provider agrees that in the event Provider delegates its duties under this Agreement to a third party, the third party will be a Downstream Subcontractor. Provider must enter into a written agreement with the Downstream Subcontractor and ensure the written agreement contains the provisions set forth in this Exhibit and all other requirements under the Agreement and the DHCS Contract that are applicable to the specific obligations and functions that Provider delegates to the Downstream Subcontractor. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B).)

31. Provider agrees to all remedies specified by the Agreement and the DHCS Contract, including, but not limited to, revocation of delegated functions, imposition of corrective actions, and imposition of financial sanctions, in instances where DHCS or Partnership determine Provider has not performed satisfactorily. Provider acknowledges that Partnership must, upon discovery of Provider's noncompliance with the terms of the Agreement or any Medi-Cal requirements, report any significant instances (i.e., in terms of gravity, scope and/or frequency) of noncompliance, imposition of corrective actions, or financial sanctions pertaining to the obligations under the DHCS Contract to DHCS within three Working Days of the discovery or imposition. (DHCS APL 23-006.)

EXHIBIT F – MEDI-CAL DISCLOSURE FORM

(*Medi-Cal Contract Exhibit A, Attachment 1,2.B; Medi-Cal Contract, Exhibit A, Attachment 6, 13.E.; 42 CFR 455.104*)

The undersigned hereby certifies that the following information regarding Entity is true and correct as of the date set forth below:

I. Form of Business: (Please state whether a Corporation, LLC, Partnership, Sole Proprietorship, etc.)

II. If a Sole Proprietorship, LLC, Partnership, (or any form of business other than a Corporation):

List name(s) of the Owner(s), Member(s), or Partner(s), etc. of Entity. (If more than one person listed, indicate who owns more than five percent 5%):

III. If a Corporation:

a. List all shareholders owning more than five percent (5%) of stock:

b. List all members of the Board of Directors (BOD):

IV. If a Corporation or LLC:

Name the following designated corporate or LLC Officers:

Company Officers	
President:	
Secretary:	
Treasurer:	
Other: (Indicate Officer Title)	

V. List major creditors holding more than five percent (5%) of Entity debt:

VI. Is Entity, or a co-owner, partner, stockholder, or director of officer of Entity, either directly or indirectly related to, or affiliated with Medi-Cal Health Plan? If so, explain:

COUNTY OF HUMBOLDT

By: _____

Name:_____

Title:_____

Date:_____