



WELLNESS AND RECOVERY QIP GRANT AGREEMENT

This Wellness and Recovery Quality Improvement Grant Services Agreement (“Agreement”) is effective as of July 1, 2021 (“Effective Date”) by and between **PARTNERSHIP HEALTHPLAN OF CALIFORNIA**, a public entity contracted with the Department of Health Care Services (“DHCS”) hereafter referred to as (“PHC”), and **HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES** hereafter referred to as (“Provider”), both also referred hereafter as (“Party” and “Parties”). The term of this Agreement shall run from July 1, 2021 through June 30, 2022. As there is no assurance or guarantee of funding beyond the period specified above, a new agreement would need to be executed between the aforementioned Parties to extend incentive payment.

BACKGROUND

PHC is a non-profit community based health care organization that contracts with the State to administer Medi-Cal benefits through local care providers to ensure Medi-Cal recipients have access to high-quality comprehensive cost-effective health care. PHC provides quality health care to over 540,000 Medi-Cal recipients (“Members”). Beginning in Solano County in 1994, PHC now provides services to 14 Northern California counties: Del Norte, Humboldt, Lake, Lassen, Marin, Mendocino, Modoc, Napa, Shasta, Siskiyou, Solano, Sonoma, Trinity and Yolo.

WHEREAS, PHC strongly supports the goal of better access for members with co-occurring mental health and substance use conditions while measuring compliance with operational reporting and has an incentive for contracted Wellness and Recovery Provider to promote services in each of PHC’s 7 Regional Model counties.

FURTHERMORE, this Agreement identifies each party’s responsibilities and obligations for the allocation of the funds to support a project that will improve access for Medi-Cal members with co-occurring mental health and substance use conditions enrolled with PHC.

NOW, THEREFORE, PHC desires to provide an incentive payment to the Provider to support the efforts to increase access for Medi-Cal members with co-occurring mental health and substance use conditions upon successful demonstration of the reporting and outcomes mentioned in **Exhibit A**.

RECITALS

WHEREAS, the Provider is able to perform the responsibilities and adhere to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, it is agreed by and between the Parties hereto as follows:

I. PROVIDER RESPONSIBILITIES

- A. Provide optimal substance use disorder services to the communities they serve, including PHC and Medi-Cal Members, in accordance with state and federal laws, guidelines, standards, and requirements.

- B. Provider agrees that the services provided pursuant to this grant are provided for the benefit of PHC and Medi-Cal members.
- C. Provider agrees to work with PHC staff in order to facilitate the evaluation of the effectiveness of this program and to provide information on the progress of the project.
- D. Provider agrees to designate a primary staff member as the point of contact for the purposes of the administration of this grant.
- E. Submit data indicating evidence of co-occurring conditions related to mental health and substance use to PHC as required in Section III, Payment.
- F. Provider agrees funds will not be used to reimburse for services currently reimbursable under Medi-Cal, but must be used to improve the DMC_ODS delivery system for Medi-Cal enrollees.

II. PHC RESPONSIBILITIES

- A. Provide a quarterly payment by means of a grant to the Provider for the successful completion of the milestones specified in **Exhibit A**, for each participating site location listed in **Exhibit D**.
- B. Provide a quarterly grant payment according to the amount based on the achievement of the milestones listed in **Exhibit A** for each participating site locations listed in **Exhibit D**. In no event shall payments exceed the total grant award as indicated in **Exhibit A** for the term of this Agreement. If the terms and conditions set forth in **Exhibit A & B** are not met, including timely reporting, PHC reserves the right to withhold payment and the right to move to terminate this Agreement.
- C. If a site location does not meet the milestone specified in **Exhibit A**, the parent organization will not be eligible to receive grant payment for that specific site location.

III. PAYMENT

A quarterly Wellness and Recovery QIP incentive payment will be provided to Humboldt County Department of Health and Human Services and is subject to successful completion of the milestones referenced in **Exhibit A**, and will be issued as follows:

- A. Funding will be issued as per the terms of this agreement listed in **Exhibits A & B**.
- B. Will be based on the successful achievement of each milestone referenced in **Exhibits A & B**.
- C. Data must be received timely; submitted on the required data tracking sheet; must be accurate and complete; and must be submitted through the approved secure method, as referenced in **Exhibit B**.

IV. REPORTING

- A. Data tracking sheets are required to be submitted to wellnessandrecovery@partnershiphp.org mailbox upon the successful completion of milestones referenced in **Exhibit A**.
- B. Data tracking sheets must include the following key components for payment consideration for eligible encounters:
 - Reporting Period
 - Site Name
 - County
 - Client Name
 - Client CIN #
 - Date of Birth (DOB)

- Date of Admission
- Treatment Type/ Level of care provided
- Substance Use Disorder Diagnosis
- Mental Health Diagnosis

V. TERM/CANCELLATION

- A. Term. The term of this Agreement shall be July 1, 2021 through June 30, 2022. Future year considerations will result in an amendment to this agreement.
- B. Cancellation/Termination. This Agreement may be cancelled by either Party with thirty (30) days prior written notice to the other Party, with or without cause. The Parties to this Agreement agree that should the Provider notify PHC of an intent to terminate the Provider Agreement that governs the Provider’s provision of health care services to PHC members, all unpaid funds will be forfeited.
- C. Provider in Good Standing:
- a. Eligibility for PHC Program: Eligible providers must have a PHC contract within the first three months of the Wellness and Recovery Quality Improvement Grant. The provider must remain contracted through the entire Grant Agreement Term to be eligible for payment.

Eligible providers must be in Good Standing continuously from the beginning of the effective date of the Grant Agreement to the month the payment is to be disbursed.

Definition of Good Standing: PHC has the sole authority to determine if a provider is in Good Standing based on the criteria set forth below.

1. Provider is open for services for PHC members
2. Provider is financially solvent (not in bankruptcy proceedings)
3. Provider is not under financial or administrative sanctions, exclusion or disbarment from the State of California, including the Department of Health Care Services (DHCS) or the federal government including the Centers for Medicare & Medicaid Services (CMS). If a provider appeals a sanction and prevails, PHC will consider a request to change the provider status to good standing.
4. Provider is not pursuing any litigation or arbitration against PHC.
5. Provider has not issued or threatened to issue a contract termination notice, and any contract renewal negotiations are not prolonged.
6. Provider has demonstrated the intent to work with PHC on addressing community and member issues.
7. Provider is adhering to the terms of their contract (including following PHC policies, quality, encounter data completeness, and billing timeliness requirements).
8. Provider is not under investigation for fraud, embezzlement or overbilling.
9. Provider is not conducting other activities adverse to the business interests of PHC.

VI. OTHER PROVISIONS

- A. Disputes. In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the Parties agree to meet and make a good faith effort to resolve the dispute. Any unresolved 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 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. This provision shall survive the termination of this Agreement.
- B. Entire Agreement. This Agreement, with 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. This Agreement cannot be assigned or delegated to another entity by either Party.
- C. Existing Contract. This Agreement does not supersede nor replace the existing, or Contracted Site Provider Contract(s) between PHC and the Contracted Site. Where this Agreement conflicts with the Provider Contract between the Parties, the Provider Contract shall prevail.
- D. Amendment. Except as may otherwise be specified in this Agreement and any applicable attachments, the Agreement (including its attachments) may be amended only by both Parties agreeing to the amendment in writing, executed by a duly authorized person of each Party.
- E. 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.
- F. Non-Discrimination. During the performance of this Agreement, Provider and its subcontractors shall not unlawfully discriminate or harass against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, and use of family care leave and any other characteristics covered under state and federal law. Provider and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- G. Compliance with Law. PHC is a public agency subject to the laws of the California Public Records Act (CPRA). Provider agrees to comply with all State and local licensing standards, all applicable accrediting standards, and any other standards or criteria established by the State, or locally, to assure quality of service. Provider agrees to comply with all applicable State and

Federal laws and regulations during the term of this Agreement and remain an enrolled Medi-Cal provider.

- H. Audit. PHC reserves the right to audit data submissions prior to payment. Upon request, Provider agrees to provide medical records at the request of the Plan.
- I. 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 shall be, 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, 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 or in writing within 48 hours of the Force Majeure event and in reasonably full detail of the Force Majeure Event, such party’s duties or functions shall be suspended during such inability; provided, however, that in the event that a Force Majeure Event delays such party’s performance for 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 shall 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 shall not be deemed Force Majeure Events.
- J. Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.
- K. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement shall be construed as if not containing such provision, and all other rights and obligations of the parties shall be construed and enforced accordingly.
- L. Survival of Terms. Any provisions of this Agreement, or any attachments, and exhibits, which by their nature, extend beyond the expiration, or termination of this Agreement, and those provisions that are expressly stated to survive termination, shall survive the termination of this Agreement, and shall remain in effect until all such obligations are satisfied.

<<Signature page to immediately follow>>

IN WITNESS THEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement by signing below:

PARTNERSHIP HEALTH PLAN OF CALIFORNIA	
By:	
Name:	
Title:	
Address:	
Email:	
Date:	

HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES	
By:	
Name:	
Title:	
Address:	
Email:	
Date:	

**EXHIBIT A
MILESTONES AND DELIVERABLES**

Due Date	Milestone	Deliverable	Funding
Q1	<p>Provide a baseline assessment of the proportion of PHC clients seen between July 1, 2020 and December 31, 2020 who had a diagnosed mental health disorder.</p> <p>Clients must have been admitted to treatment, and have an active CalOMS open admission to be included in the baseline measurement.</p> <ul style="list-style-type: none"> • The data submission will include the following elements: Client name, Medi-Cal CIN, date of admission, SUD diagnosis, MH diagnosis and will be uploaded in a secure format by contract date. 	Reporting template completed in PHC format, without revision, indicating all members seen within the timeframe indicated.	\$2500 (one time payment)
Q1 Q2 Q3 Q4	<p>Are in full compliance with all reporting requirements described in Exhibit B as of the cutoff date for payments.</p> <p>Provider must have a call response rate of no less than 75% to remain eligible for the program as reported by Beacon Health Options via the Access Line Report..</p>	See reporting schedule	\$2000 per quarter
Q1 Q2 Q3 Q4	<p>Establish opportunity for onsite treatment of co-occurring conditions by way of telehealth kiosk or mental health staff.</p> <p>Increase percentage of co-occurring clients by 5% each quarter.</p> <ul style="list-style-type: none"> • Clients must have participated in treatment a minimum of 15 days to be included in the measurement • Clients must have a documented SUD and MH diagnosis 	<p>If Bright Heart Health (BHH) telehealth kiosk is utilized, BHH will provide reporting on behalf of the provider for this milestone.</p> <p>If mental health staff are embedded within the site, reporting shall be completed in PHC format, without revision, indicating all members seen within the timeframe indicated, along with identification of licensed mental health staff.</p>	\$4000 per quarter

*** See Exhibit C for schedule of submission of deliverables to PHC**

**EXHIBIT B
REPORTING REQUIREMENTS**

Data Type	Submission Pathway	Submission Schedule
CalOMS Submission	https://provider.partnershiphp.org/ui/login.aspx	Within 10 days of event
Claims Submission	Via mail or 837 file	Within 90 days of event
Level of Care Reporting	wellnessandrecovery@partnershiphp.org	20 th of month following
DATAR via DHCS portal or county	https://portal.dhcs.ca.gov/	10 th of month following
Residential Bed Availability	wellnessandrecovery@partnershiphp.org Medi-Cal.Referral@beaconhealthoptions.com	Submission to PHC and Beacon each day there is change, by 9am
Residential TARs via PHC's Online Services Portal	https://provider.partnershiphp.org/ui/login.aspx	By end of business day following admission (within 1 business day)
Provider Site Updates Through PED*	https://www.dhcs.ca.gov/provgovpart/Pages/PED.aspx	Within 30 days of change.

**EXHIBIT C
PAYMENT SCHEDULE**

Deliverable Type	Measurement Period	Due Date	Estimated PHC Turnaround Time	Payment Timing
Q1 2021 Deliverable	July 1, 2021- September 31, 2021	10/1/2021 with receipt no later than 10/31/2021	30 days	Payment estimated by end of November 2021
Q2 2021 Deliverable	October 1, 2021- December 31, 2021	1/1/2022 with receipt no later than 1/31/2021	30 days	Payment estimated by end of February 2022
Q3 2022 Deliverable	January 1, 2022- March 31, 2022	4/1/2022 with receipt no later than 4/30/2022	30 days	Payment estimated by end of May 2022
Q4 2022 Deliverable	April 1, 2022- June 30, 2022	7/1/2022 with receipt no later than 7/31/2022	30 days	Payment estimated by end of August 2022

EXHIBIT D
PARTICIPATING SITES

Healthy Moms Program

2910 H St.
Eureka, CA 95501

Humboldt County Programs for Recovery

720 Wood Street Ste 16, 118, 123, 127, 130
Eureka, CA 95501

EXHIBIT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”), effective as of July 1, 2021 (“Effective Date”) is entered into by and between PARTNERSHIP HEALTHPLAN OF CALIFORNIA (the “Plan” or “Covered Entity”) and HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (“Business Associate”). PARTNERSHIP HEALTHPLAN OF CALIFORNIA and HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES may be referred to individually as a “Party” or collectively as “Parties.”

WHEREAS, the Parties have entered into a Wellness and Recovery Grant Agreement effective July 1, 2021 (“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”).

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.

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 Humboldt County Department of Health and Human Services.
- 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.
- 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 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;
- 3.4 Promptly 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 which it becomes aware. Business Associate shall report the improper or unauthorized use or disclosure of PHI within 24 hours to the Plan. Business Associate shall take all reasonable steps to mitigate any harmful effects of such Breach or Security Incident. Business Associate shall indemnify the Customer 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;
- 3.5 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 3.6 Make available PHI in a designated record set to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.524;
- 3.7 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;
- 3.8 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;
- 3.9 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;

- 3.10 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;
- 3.11 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;
- 3.12 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); and
- 3.13 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Agreement.
- 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 and 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.

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 July 1, 2021 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;
 - 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.

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 “PHC”**

**HUMBOLDT COUNTY DEPARTMENT
OF HEALTH AND HUMAN SERVICES**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____