



DATA SHARING AGREEMENT
BETWEEN
PARTNERSHIP HEALTHPLAN OF CALIFORNIA
AND
HUMBOLDT COUNTY HEALTH AND HUMAN SERVICES

RECITALS

WHEREAS, Partnership HealthPlan of California (PHC) 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, Humboldt County Health and Human Services is a public, county government agency providing a wide range of medical and behavioral health services to the residents of Humboldt County.

FURTHERMORE, Humboldt County Health and Human Services is a contracted provider in good standing with PHC.

WHEREAS, both Parties desire to implement and participate in a one-way Data Sharing Agreement 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, PHC and Humboldt County Health and Human Services (also referred to as “Party”, “Parties”) enter into this Agreement to comply with the following specific sections. This Agreement shall be binding on any successors to the Parties.

AGREEMENT FOR DISCLOSURE AND USE OF DATA AND DOCUMENTS

1. This Agreement is by and between Partnership HealthPlan of California (PHC) and Humboldt County Health and Human Services and is effective the last date of signature of this Agreement.
2. This Agreement 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 Agreement supplements any agreements between the Parties with respect to the use of information from data and except for law or regulatory requirements, overrides any contrary instructions, directions, agreements, or other understandings with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement 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 Agreement, and the data specified herein in Exhibit B - Requested Data Type to be shared, shall not be valid unless issued in writing by the each Party’s point-of-contact specified in Section 4 or the signatories to this Agreement.
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 Agreement 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 Kirt Kemp, Chief Information Officer
Company Address 4665 Business Center Drive
City/State/Zip Fairfield, CA 94534
Phone Number/Email Address (707) 863-4103/KKemp@partnershiphp.org

Humboldt County Health and Human Services
Name of Custodian of Files Title/Component Zack Smith, Deputy Director, Information Services
Company Address 507 F Street
City/State/Zip Eureka, CA 95501
Phone Number/Email Address (707) 441-5470/zsmith@co.humboldt.ca.us

The parties agree that the following named individuals are designated as “Privacy and Security Officer” for the Agreement on behalf of each party.

Partnership HealthPlan of California
Name of Designated Individual and Title Kirt Kemp, Chief Information Officer
Direct Phone Line (707) 863-4103

Direct Email Address KKemp@partnershiphp.org

Humboldt County Health and Human Services
Name of Designated Individual and Title Amy Cone, Privacy and Security Officer
Direct Phone Line (707) 441-5516 Compliance Line: (707)441-5410
Direct Email Address acone@co.humboldt.ca.us

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 Elizabeth Gibboney, Chief Executive Officer
Direct Phone Line (707) 863-4232
Direct Email Address egibboney@partnershiphp.org

Humboldt County Health and Human Services
Name of Designated Individual and Title Connie Beck, Director
Direct Phone Line (707) 441-5400
Direct Email Address cbeck@co.humboldt.ca.us

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

Exhibit A – Business Associate Agreement

Exhibit B – Humboldt County Request for Patient Data (Outbound Data)

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2026, unless sooner terminated as provided herein.

6. The data specified in this Agreement 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 PHC containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 (HIPAA regulations), the Final Omnibus Rule, the provisions of the California Information Practices Act, Civil Code section 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 B data for any purpose other than that stated in paragraph 6 of this Agreement. The User(s) also specifically agree they will not use any PHC 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 PHC as provided in this Agreement.
7. The following definitions shall apply to this Agreement. The terms used in this Agreement, 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 Agreement to any person, company, or organization. The Parties agree that, within each Party's organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals (User(s)) necessary to achieve the purpose stated in this Agreement or Exhibit A and Exhibit B 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 Agreement 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 A of this Agreement. The Parties also agree to ensure that any agents, including a subcontractor, to whom they provide PHC 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 Agreement 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 Confidentiality of Substance Use Disorder Patient Records, 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 PHC 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 Agreement of which it becomes aware, immediately upon discovery, and to take further action regarding the use or disclosure as specified in Exhibit A, Business Associate Agreement, of this Agreement.
12. The Parties agree to train and use reasonable measures to ensure compliance with Privacy and Security laws and regulations by employees who assist in the performance of functions or activities under this Agreement and use or disclose data, and to discipline such employees who intentionally violate any Privacy or Security law and regulation, 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 Agreement and use or disclose data; and
 - b. The Parties shall maintain a record of each employee who receives information privacy and security training indicating the employee's name and the date on which the training was completed.
13. From time to time, PHC may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books, and records of Humboldt County Health and Human Services to monitor compliance with this Agreement. Humboldt County Health and Human Services shall promptly and no later than 72 hours remedy any violation of any provision of this Agreement and shall certify the same to the PHC Privacy Officer in writing

PHC Privacy Officer
4665 Business Center Drive
Fairfield, CA 94534
PHC Compliance Line (707) 420-7611

The fact that PHC inspects, or fails to inspect, or has the right to inspect, Humboldt County Health and Human Services facilities, systems and procedures does not relieve Humboldt County Health and Human Services of their responsibility to comply with this Agreement.

14. From time to time, Humboldt County Health and Human Services may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of PHC to monitor compliance with this Agreement. PHC shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the Humboldt County Health and Human Services Privacy Officer in writing:

Amy Cone, Privacy and Security Officer
507 F Street
Eureka, CA 95501
DHHS Compliance Line (707) 441-5410/1800#
E-mail: acone@co.humboldt.ca.us

The fact that Humboldt County Health and Human Services inspects, or fails to inspect, or has the right to inspect PHC facilities, systems and procedures does not relieve PHC of their responsibility to comply with this Agreement.

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 Agreement. 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 Agreement, the Parties agree to abide by all provisions set out in this Agreement and in Exhibit A and for protection of the data file(s) specified in this Agreement, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, the Parties agree that any material violations of the terms of this Agreement 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 Agreement.
17. This Agreement shall remain in effect both during the term of the project, and during continuing operations of the project defined in Exhibit A. If there comes a time when there is no longer a requirement for the data sharing to continue, then this Agreement will terminate, and at that time all data provided by PHC must be destroyed as set forth in Section 10, above, and a certificate of destruction sent to the PHC representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to PHC. 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 Agreement 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 Agreement 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 Agreement 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 Agreement, the breaching Party must destroy all PHI and PI in accordance with Section 10, above. The provisions of this Agreement 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 Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.

<FOLLOWING PAGE IS THE SIGNATURE PAGE>

On behalf of PHC and Humboldt County Health and Human Services the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA “PHC”**

By: _____

Name: _____

Title: _____

Date: _____

**HUMBOLDT COUNTY HEALTH
AND HUMAN SERVICES**

By: _____

Name: Connie Beck

Title: Director

Date: _____

EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT

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

WHEREAS, the Parties have entered into a Data Sharing Agreement for Disclosure and Use of Data and Documents effective as of date of last signature (“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 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 Privacy and Security Officer 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 and no later than 72 hours after receipt. 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 and no later than 72 hours after receipt to the Plan. The Business Associate will incorporate any amendments from the Plan immediately and later than 72 hours after receipt 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 necessary to satisfy the Plan's obligations under 45 CFR 164.528. 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 all minimum necessary standards, laws and regulations.
- 4.5 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164.
- 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 date of last signature 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 HEALTH AND
HUMAN SERVICES**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B
HUMBOLDT COUNTY REQUEST FOR PATIENT DATA (OUTBOUND)
Data Sharing Requirements

PHC will provide to Humboldt County Health and Human Services specific data, listed below, to assist with assessing the population identified as experiencing housing instability to ensure criteria is met prior to the offering of housing services. This information will be shared on a quarterly basis.

Demographic Information will include:

- Client Identification Number (CIN)
- Member Last Name
- Member First Name
- ZIP Code
- Date of Birth
- Age
- Gender
- Language
- Ethnicity
- Last Eligible Date
- Aide Code
- Primary Care Provider (PCP) Name (“HEALTHPLAN PARTNERSHIP” will indicate that member is not assigned to a PCP).

Utilization Information will include:

- Number of physician office visits in the last 18 months
- Number of Inpatient Hospital Admissions
- Number of Inpatient Hospital Days
- Number of ED visits

Cost of Care will include:

- Amount paid for all Medical Claims
- Amount paid for Pharmacy Claims
- Sum of the 2 preceding cost columns

Chronic Conditions will include (must have had at least two claims with associated diagnosis code):

- Asthma
- Chronic Heart Failure
- COPD
- Coronary Artery
- Dementia
- Diabetes
- Hypertension