



**BEHAVIORAL HEALTH INTEGRATION INCENTIVE PROGRAM  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HUMBOLDT COUNTY DEPARTMENT OF HEALTH & HUMAN  
SERVICES  
AND  
PARTNERSHIP HEALTHPLAN OF CALIFORNIA**

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This Memorandum of Understanding (the “MOU”) is made and entered into by Partnership HealthPlan of California (“PHC”, “The Plan”), a public entity contracted with the Department of Health Care Services (“DHCS”), and Humboldt County Department of Health & Human Services, (“Provider”), also hereunder known as (“Party”, “Parties”). This MOU is effective January 1, 2021 and will expire on December 31, 2022.

**RECITALS/BACKGROUND**

PHC is a non-profit community-based healthcare organization that contracts with the State of California to provide Medi-Cal services in fourteen in Northern California, under a County Organized Health System model.

**WHEREAS**, Section 14188.1 of the Welfare and Institutions Code authorized the Department of Health Care Services (“DHCS”) to develop the Proposition 56 Value-Based Payment (“VBP”) Program, including the Behavioral Health Integration (“BHI”) program in Medi-Cal managed care, with the goals of improving physical and behavioral health outcomes, efficiency in care delivery, and improved patient experience by integrating and coordinating primary care, mental health, and substance use disorder treatment for Medi-Cal beneficiaries; and,

**WHEREAS**, DHCS established an application process in partnership with managed care plans whereby eligible providers submitted BHI Incentive Program applications establishing BHI project(s) to be considered for BHI Incentive Program payments, and incentivized plans to oversee and administer payment for approved BHI project(s); and,

**WHEREAS**, the provider’s BHI project(s) has been selected by the plan for the BHI Incentive Program according to the terms of the provider’s BHI Incentive Program application; and,

**WHEREAS**, the plan is responsible for oversight and administration of payments to the provider consistent with the terms of the BHI Incentive Program, any terms imposed as a condition of federal approval of the BHI Incentive Program, and any DHCS guidance related to the BHI Incentive Program.

**WHEREAS**, PHC strongly supports the goal of better integrated care and has recommended Provider as one of the projects, in each of PHC’s 14 counties that were selected based upon a competitive request-for-proposals submission.

**FURTHERMORE**, this MOU identifies each party’s responsibilities and obligations for the allocation of the grant funds to support a project that will improve behavioral health integration for

Medi-Cal members enrolled with PHC.

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

## **1. PROVIDER'S OBLIGATIONS**

- A. Grantee agrees that the services provided pursuant to this grant are provided for the benefit of PHC members and communities. Grantee 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.
- B. Grantee agrees to designate a primary staff member as the point of contact for the purposes of the administration of this grant.
- C. Grantee agrees to provide the services and documentation outlined in Attachment A, Scope of Work and Attachment C, Deliverables.

### **D. Use of Funding**

- i. The provider shall expend project award funds for the purposes of carrying out activities and achieving milestones as set forth in the approved project(s)
- ii. The provider shall document to the plan, in a form and manner determined by the plan, that project activities have been carried out and milestones have been achieved.
- iii. To the extent the provider does not or is unable to carry out project activities and achieve milestones, the provider shall notify the plan and return any funds that the provider may have received related to those project activities or milestones.

### **E. Practice Redesign and Infrastructure Development Reporting**

- i. The provider will implement the practice redesign and infrastructure development components set forth in the BHI Incentive Program application.
- ii. The provider will shall report to the plan on the progress of the project's practice redesign and infrastructure development on a schedule in a format and process specified in the BHI Incentive Program application, or as otherwise mutually agreed upon by the plan and provider.

### **F. Milestone Achievement**

- i. The provider will perform tasks necessary to meet milestones required by the BHI Incentive Program application. The provider shall provide the plan with information necessary to demonstrate progress in achieving milestones as set forth in the BHI Incentive Program application.

### **G. Measure Reporting**

- i. The provider will report to the plan on target population measures on a schedule in a format and process required by the BHI Incentive Program application, or as otherwise mutually agreed upon by the plan and provider.
- ii. The provider will report measures to the plan consistent with the specifications required by the respective measure author (e.g., National Committee for Quality Assurance).

## 2. **HEALTHPLAN'S OBLIGATION**

- A. PHC agrees to provide fiscal support by means of a grant to Humboldt County Department of Health & Human Services ("Provider") for the purpose and project specified in Attachment C.
- B. **Monitoring Project Milestones and Measures.** The plan will collect and evaluate all information related to implementation of the provider's project(s) for the purposes of ensuring progress toward the provider's goals and objectives, reporting to DHCS and other objectives as set forth in the BHI Incentive Program application.
- C. **Reporting to DHCS.** The plan will report to DHCS on the project status as specified in the terms of the BHI Incentive Program application, the terms of federal approval for the BHI Incentive Program, and any applicable DHCS-issued guidance.

## 3. **PAYMENT**

- A. PHC will provide grant payments according to the schedule and amounts listed in Attachment B, Payment Schedule. In no event shall payments exceed the total grant award of **\$344,731.00** for the term of this MOU. If the terms and conditions set forth in Attachment C are not met, including timely quarterly reporting, PHC reserves the right to withhold any further payments, to recoup unspent funds, and the right to move to terminate this MOU.

## 4. **ADMINISTRATION OF PROJECT FUNDS**

- A. **Initial Payment.** Within 30 days of the managed care plan's selection of a BHI Incentive Program applicant, or as otherwise mutually agreed upon by the plan and provider, the plan will provide initial payment to the provider as set forth in the terms of the project and BHI Incentive Program application.
- B. **Milestone Payments.** Subsequent to the initial payment, all ongoing payments to the provider will be tied to achieving practice redesign components, milestones, or defined progress toward goals required by terms of the project and BHI Incentive Program application. The plan will remit milestone payments to the provider within thirty (30) days of the provider's successful demonstration to the plan of each milestone achievement per the terms of the project. The plan may adjust milestone measurement and related payments consistent with the terms of a corrective action plan. The plan will not make any milestone payment until all past due reporting is completed. PHC reserves the right to withhold or recoup payments if any deliverable is not approved by DHCS.

## **5. TERM AND TERMINATION**

- A. The effective date of this MOU is January 1, 2021 and will remain in force up to December 31, 2022.
- B. This MOU, and its attachments, constitutes the entire agreement between the Parties and except as otherwise specified in this MOU may be amended only by both Parties' agreement in writing, and executed by a duly authorized person of each Party.
- C. The terms of this MOU are contingent upon BHI Incentive Program application approval, the availability of sufficient state and federal Medicaid funding, and all necessary federal approvals to be obtained by DHCS. Should sufficient funds not be allocated, or federal financial participation be unavailable, services may be modified accordingly, or this MOU can be terminated by any party after giving 30 days advance written notice. The plan may terminate this MOU with 30 days advance written notice to the provider and DHCS due to the provider's failure to meet terms of a corrective action plan as set forth in Section 6 (Corrective Action).
- D. Either party may terminate this MOU upon thirty (30) days' prior written notice to the other party. In the event of the failure of either party to meet the specified obligations, the agreement may be terminated within thirty (30) days' notice of the failure, if the obligation is still not met at that time.
- E. Provider in Good Standing. PHC provides a variety of support initiatives, including this BHIIP grant to local providers in good standing. Local providers in good standing are those not pursuing any litigation or arbitration against PHC at the time of program application or at the time additional funds may be payable, and has demonstrated the intent, in PHC's sole determination, to continue to work with PHC on addressing community and member issues. Additionally, at the direction of the Chief Executive Officer or designee, PHC may determine that a provider is not in good standing based on relevant quality, payment or other business concerns. PHC, has the sole authority to determine if a Provider is in good standing. Upon termination of the MOU, the Provider will reimburse PHC for any funds not expended by it on the project by the termination date. At the date of termination, PHC will cease to be liable to the Provider for any grant funds committed pursuant to this MOU.

## **6. SCOPE**

- A. The provider is responsible for the implementation of and compliance with the project(s), as set forth in their BHI Incentive Program application that was submitted, including reporting to the plan on the achievement of milestones and objectives consistent with the terms of the BHI Incentive Program application. The provider shall promptly notify the plan of any material change in information submitted in support of the project(s) or the BHI Incentive Program application, including changes in organizational leadership, business operations, and financial standing. The plan is responsible for overseeing the project(s), including monitoring and verifying milestone achievement and administering payments consistent with the terms of the project(s) or the BHI Incentive Program application, any terms imposed as a condition of federal approval of the BHI Incentive Program, and any subsequent DHCS guidance related to the BHI Incentive Program.

## 7. CORRECTIVE ACTION

- A. In recognition of the need for project flexibility, the plan may utilize a corrective action plan, or other mutually agreed upon or DHCS-required mechanism, for modifying the project terms to facilitate the provider's compliance with project terms or to adjust project goals and objectives and related payments, as necessary. Such modifications are subject to DHCS review and approval. Provider noncompliance with modified project terms may result in termination of this MOU consistent with Section 4 (Term and Termination). In the event of project termination, the provider shall return funds as directed by the plan.

## 8. OTHER PROVISIONS

- A. **MOU Monitoring.** The plan and provider will meet on a mutually agreed upon frequency, or upon request to monitor the performance of parties' responsibilities related to this MOU.
- B. **Dispute Resolution.** If there is a dispute that cannot be resolved by the parties through Section 7. A. "MOU Monitoring", either party can submit a request for resolution to the Department of Health Care Services. A party shall give the other five business days of notice of its intent to submit a request for resolution.
- C. **Non-Discrimination.** 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.
- D. **Compliance with Law.** Provider agrees to comply with all federal, State and local licensing standards, all applicable accrediting standards, and any other standards or criteria established federally, 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 MOU.
- E. **Audit.** PHC reserves the right to audit data submissions prior to payment. Upon request, Provider agrees to provide copies of the supporting documentation based on the obligations of this MOU.
- F. **Liability.** Provider indemnifies and holds harmless PHC and its commissioners, officers, employees and agents from and against all allegations, claims and liabilities that result from any act or omission by Provider related to the services funded under this MOU.
- G. **Counterparts.** This MOU may be executed by electronic signatures, each of which shall be deemed an original, but all of which, together, shall authorize one agreement.

**IN WITNESS WHEREOF**, the Parties have, by their duly authorized representatives, executed this Agreement, to be effective the date written above:

**PARTNERSHIP HEALTHPLAN OF CALIFORNIA**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

### SCOPE OF WORK

<b>Project Name / Number:</b>	3.1: Basic Behavioral Health Integration
<b>Project Term:</b>	January 1, 2021- December 31, 2022
<b>Total Funding Amount:</b>	\$344,731
<b>Program Readiness*</b>	\$15,465
<b>Program Year 1 Funding**</b>	\$164,633
<b>Program Year 2 Funding**</b>	\$164,633
<b>Project Purpose:</b>	Ensure culturally appropriate interventions and systems are in place to support initial and continuous patient linkage between appropriate physical, mental, and substance use disorder services. Preventive care screenings, including behavioral health screenings (e.g., PHQ-2, PHQ-9, GAD-7, and SBIRT), should be implemented for all patients to identify unmet needs. When screenings are positive, providers will take immediate steps, including providing brief interventions (e.g., motivational interviewing techniques) to ensure access for further evaluation and evidence-based treatment, when necessary. Preferably, this should include a warm transfer to the appropriate provider if the screening provider is unable to provide the service.

\*Program Readiness shall be payable upon the following **which must be received before December 20, 2020**: Execution of the MOU (revised version to be sent soon), PHC's receipt of the baseline data outlined in your proposal, and proof of completion of all specified DHCS readiness deliverables. Per DHCS, readiness materials must be received or the program readiness payment may be considered forfeited.

\*\*Program year 1 & 2 will be payable quarterly in accordance with milestones and deliverables as outlined in the application and MOU.

**ATTACHMENT B**  
**PAYMENT SCHEDULE**

Deliverable Type	Due Date	Estimated PHC Turnaround Time	Payment Timing
Receipt of readiness deliverables	12/20/2020	30 days	Payment estimated by end of January 2021
Q1 2021 Deliverable	4/1/2021 with receipt no later than 4/30/2021	30 days	Payment estimated by end of May 2021
Q2 2021 Deliverable	7/1/2021 with receipt no later than 7/30/2021	30 days	Payment estimated by end of August 2021
Q3 2021 Deliverable	10/1/2021 with receipt no later than 10/30/2021	30 days	Payment estimated by end of November 2021
Q4 2021 Deliverable	1/1/2022 with receipt no later than 1/30/2022	30 days	Payment estimated by end of February 2022
Q1 2022 Deliverable	4/1/2022 with receipt no later than 4/30/2022	30 days	Payment estimated by end of May 2022
Q2 2022 Deliverable	7/1/2022 with receipt no later than 7/30/2022	30 days	Payment estimated by end of August 2022
Q3 2022 Deliverable	10/1/2022 with receipt no later than 10/30/2022	30 days	Payment estimated by end of November 2022
Q4 2022 Deliverable	1/1/2023 with receipt no later than 1/30/2023	30 days	Payment estimated by end of February 2023



## ATTACHMENT C

### DELIVERABLES

Project 3.1- Basic Behavioral Health Integration			
Counties served: Humboldt			
Infrastructure			
12/20/2020	Execution of BHI Grant MOU with PHC.		\$15,465.00
	Gather and submit baseline data		
Program Year 1			
Q1 2021	Identify resource for inclusion on project oversight team (Substance Use Navigator).	Resource name, role, and hire date shall be submitted to PHC.	\$41,158.25
Q2 2021	DHHS- Behavioral Health will publish the request for proposal for the recovery residence(s).	Provide PHC will location and date published.	\$41,158.25
Q3 2021	Proposals will be due July 9, 2021. This will give potential contractors two months to submit their proposals. Selection(s) will be announced July 31, 2021.	A list of awardees will be provided to PHC.	\$41,158.25
Q4 2021	BHI Project Oversight Team will create a referral system to identify beneficiaries meeting Recovery Residence criteria.	Narrative will be provided to PHC describing the referral system.	\$41,158.25
Program Year 2			
Q1 2022	Beneficiaries referred to special population recovery residences will receive assistance from the project SUN to ensure all project measures are completed at the time of referral, at set intervals during treatment, and at program discharge.	Submit program description to PHC describing locations and services provided to beneficiaries.	\$41,158.25
Q2 2022	Execute contract between Humboldt County and Recovery Residence(s) providers.	A copy of the contract(s) will be provided to PHC as proof of milestone completion.	\$41,158.25
Q3 2022	Recovery residence(s) will begin to house referred beneficiaries. Each recovery residence will house up to 8 beneficiaries.	Submission of members served within each location.	\$41,158.25
Q4 2022	SUN will provide assistance to beneficiaries with accessing treatment and acquiring permanent housing.	Provide PHC with membership level data to support the achievements made by the SUN.	\$41,158.25
Q4 2022	Project closeout	Report of lessons learned and sustainability submitted to PHC.	

NCQA Measures	Submission to PHC Date
Screening for Unhealthy Alcohol Use	Quarterly along with deliverables .
Screening for Depression and Follow-Up Plan: Ages 12–17 (CDF-CH)	
Screening for Depression and Follow-Up Plan: Age 18 and Older (CDF-AD)	
Initiation and Engagement of Alcohol and Other Drug Abuse or Dependence Treatment (IET-AD)	
Antidepressant Medication Management (AMM-AD)	
Current use of opioids and benzodiazepines (COB-AD)	
Pharmacotherapy for Opioid Use Disorder	

## ATTACHMENT D

### Business Associate Agreement

This Business Associate Agreement (“BAA”), effective as of January 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 & HUMAN SERVICES (“Business Associate”). PARTNERSHIP HEALTHPLAN OF CALIFORNIA and HUMBOLDT COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES may be referred to individually as a “Party” or collectively as “Parties.”

**WHEREAS**, the Parties have entered into a Memorandum of Understanding effective January 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 & 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 January 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 & HUMAN SERVICES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_







## Offshoring of Protected Health Information and Breach Attestation

**As a Business Associate of Partnership HealthPlan of California (PHC) you are committed to complying with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and PHC's business associate agreement. Please indicate below your compliance with the requirements of HIPAA, HITECH, and PHC's business associate agreement.**

<b>Name of Business Associate:</b>	Humboldt County Department of Health and Human Services
<b>Type of Service(s) Provided:</b>	Oversight and Behavioral Health treatment services to beneficiaries who meet requirements to participate in BHI Incentive Program

**Please provide the proper contact information relating to the protection of health information for the following:**

<b>First Point of Contact Name, Title:</b>	Amy Cone, DHHS Compliance and Quality Assurance Administrator and Privacy Officer
<b>First Point of Contact Mailing Address:</b>	507 F Street
<b>First Point of Contact Phone:</b>	707-441-5516
<b>First Point of Contact Fax:</b>	N/A
<b>First Point of Contact Email:</b>	ACone@co.humboldt.ca.us
<b>Second Point of Contact Name, Title:</b>	Raena West
<b>Second Point of Contact Mailing Address:</b>	134 D Street
<b>Second Point of Contact Phone:</b>	707-572-9637
<b>Second Point of Contact Fax:</b>	707-441-4679
<b>Second Point of Contact Email:</b>	RWest@co.humboldt.ca.us
<b>Website URL:</b>	<a href="https://humboldt.gov.org/411/Substance-Use-Disorder-Services">https://humboldt.gov.org/411/Substance-Use-Disorder-Services</a>

**Part I. Breaches/Suspected Breaches of PHC PHI (Proceed to Part II. if you are a new Business Associate)**

<b>In the past year, has there been any breaches or suspected breaches of any PHC PHI?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," please provide the following information:	
Date(s) of breach or suspected breach(es):	
Number of PHC members affected:	

**Part II. Offshore Inquiry**

<b>Does the Business Associate handle any of PHC's protected health information (PHI) offshore?</b> The term offshore refers to any country that is not within the United States or one of the United States territories (American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," please provide the following information:	
Offshore country:	
Offshore address:	
Describe offshore activities related to PHI (e.g. call center, claims processing):	

<p><b>Does the Business Associate utilize offshore subcontractors that will handle any PHC PHI?</b>  Subcontractors that are considered offshore can be either American-owned companies with certain portions of their operations performed outside the United States or foreign-owned companies with their operations performed outside the United States. Offshore subcontractors provide services that are performed by workers located in offshore countries, regardless of whether the workers are employees of American or foreign companies.</p>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p><b>If the response to either question above is “Yes,” do any of the offshore activities, either directly or through subcontracting, involve the processing, handling, or accessing of PHC’s PHI?</b>  If “No,” the form is complete. Please sign and return to the PHC Contract Administration Unit. Addresses are at the end of this document.  If “Yes,” continue filling out the form.  This form must be completed in full for each new offshore subcontractor that handles PHI and sent to PHC within 30 calendar days from the date the contract is signed with the offshore subcontractor to PHC. Complete the form in full and provide to PHC in the event that the Organization itself begins providing offshore services.</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>Part III. Offshore Subcontractor Information</b>  Enter requested information consecutively for each subcontractor in the area provided. Also, provide the Business Associate’s information if offshore services are provided by the Organization itself.</p>		
Offshore subcontractor name: Offshore subcontractor country: Offshore subcontractor address: Describe offshore contractor functions: Proposed or actual effective date for offshore subcontractor (MM/DD/YY):		
<p><b>Part IV. Precautions for offshore PHI</b></p>		
Describe the PHI that will be provided to the offshore subcontractor or utilized in the offshore arrangement:		
Discuss why providing PHI is necessary to accomplish the objectives of the offshore arrangement:		
Describe alternatives considered to avoid providing PHI, and why each alternative was rejected:		
<p><b>Part V. Attestation of safeguards to protect PHI offshore</b></p>		
The offshore arrangement has policies and procedures in place to ensure that PHC beneficiary PHI remains secure.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
The offshore arrangement has policies and procedures in place that allow for immediate termination of the subcontract upon discovery of a significant security breach.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
The offshore arrangement prohibits subcontractor’s access to PHC beneficiary PHI data not associated with the Business Associate’s contract with the offshore subcontractor.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
The offshore arrangement includes all requirements outlined in PHC’s business associate agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**By signature, I certify that the information provided here is true and correct and I understand that the Office for Civil Rights and/or PHC may request additional information to substantiate the statements made in this attestation:**

**Signature:** \_\_\_\_\_ **Date:** 12/15/2020

Print Name:	Raena West	Title:	Substance Use Disorder Administrator
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<b>Upon completion, submit the completed form using one of the following methods:</b>		
<b>Fax:</b> (707) 639-5502 Attn: PMO Contract Manager	<b>Email:</b> ContractAdmin@partnershiphp.org	<b>Mail:</b> Partnership HealthPlan of California Attn: PMO Contract Manager 4665 Business Center Drive Fairfield, CA 94534