DATA SHARING AGREEMENT
BETWEEN
PARTNERSHIP HEALTHPLAN OF CALIFORNIA
AND
COUNTY OF MENDOCINO

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, the County of Mendocino (County) is a public, county government agency providing a wide range of behavioral health services to the residents of County of Mendocino.

FURTHERMORE, County of Mendocino is a contracted provider in good standing with PHC.

WHEREAS, both Parties desire to meet the data sharing and regulatory obligations pursuant to the Department of Health Care Services (DHCS) requirements. These data sharing requirements are numerous pursuant to the multifaceted initiatives of the California Advancing and Innovating Medi-Cal (CalAIM) efforts. The Exhibits contained in this agreement provide the specific data to be shared and the mechanism for sharing.

WHEREAS, both Parties desire to implement and participate in a two-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 an exchange with the focus on treatment and coordination purposes for identified Members.

FURTHERMORE, both Parties will participate in a Health Information Exchange (HIE), SacValley MedShare, to facilitate the exchanging of this information and to automate the matching of shared members and shared member information for the aforementioned requirements and efforts of CalAIM.

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 County of Mendocino(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 County of Mendocino and is effective as of January 1, 2023.

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 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 Exhibits B and C 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, CIO
Company Address 4665 Business Center Dr.
City/State/Zip Fairfield, CA 94534
Phone Number/Email Address 707-863-4103 / kkemp@partnershiphp.org

County of Mendocino
Name of Custodian of Files Title/Component Jenine Miller
Company Address 1120 South Dora Street
City/State/Zip Ukiah, CA, 95482
Phone Number/Email Address 707-472-2355

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, CEO
Direct Phone Line 707-863-4232
Direct Email Address Direct Email Address egibboney@partnershiphp.org

County of Mendocino
Name of Designated Individual and Title Jenine Miller
Direct Phone Line 707-472-2341
Direct Email Address millerje@mendocinocounty.org

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

   Exhibit A – Business Associate Agreement
   Exhibit B – Request for County Data (Inbound Data)
   Exhibit C – County of Mendocino Request for Patient Data (Outbound Data)

   This Agreement will terminate on, whichever occurs first, December 31, 2027, or on the date PHC terminates the Provider Agreement with County of Mendocino, or when the Parties agree the data sharing is no longer needed as part of continuing healthcare operations, as set forth in this Agreement.

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 ("HIPAA") and its implementing regulations, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") enacted as part of the American Recovery and Reinvestment Act of 2009, (collectively, "the HIPAA Rules"), California Confidentiality of Medical Information Act, California Health and Safety Code 1280.15, California Civil Code § 56 et. seq., and California Civil Code 1798 et. seq., 42 CFR Part 2, and the provisions of other applicable federal and state law. The User(s) specifically agree they will not use the Exhibit B data for any purpose other than that authorized in 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 B-1 and Exhibit B - 2 and to those individuals on a need-to-know basis only. The user(s) shall not use or further disclose the information other than is permitted by this 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 Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order The Parties also agree to ensure that any agents, including a subcontractor, to whom they provide the 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 the requirements of this Agreement 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 provisions of this Agreement, 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 require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

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

14. From time to time, County of Mendocino 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 County of Mendocino Privacy Officer in writing. The fact that County of Mendocino 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 B. 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, in accordance with 45 CFR Parts 160 and 164 of the HIPAA regulations 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 45 CFR Parts 160 and 164 of the HIPAA regulations. 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.

On behalf of PHC and County of Mendocino 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"

DocuSigned by:

By: Elizabeth Gibboney
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Name: Elizabeth Gibboney

Title: CEO

Date: 6/7/2023

COUNTY OF MENDOCINO

By:

Name: Jenine Miller, Psy.D.

Title: Behavioral Health Director

Date: 6/7/23

EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA"), effective as of January 1, 2023 ("Effective Date") is entered into by and between PARTNERSHIP HEALTHPLAN OF CALIFORNIA (the "Plan" or "Covered Entity") and COUNTY OF MENDOCINO ("Business Associate"). PARTNERSHIP HEALTHPLAN OF CALIFORNIA and COUNTY OF MENDOCINO may be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the Parties have entered into a Data Sharing Agreement effective the last date of 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"), and other applicable State and federal laws, including but not limited to, the California Confidentiality of Medical Information Act ("CMIA"), California Health and Safety Code §1280.15, the Information Practices Act located at California Civil Code § 1798.82 et seq., Confidentiality of Alcohol and Drug Abuse Patient Records located at 42 CFR Part 2, California Welfare and Institutions Code § 5328, and California Health and Safety Code § 11845.5 as amended from time to time (collectively referred to as the "Privacy Rules").

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

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

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

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

2. SPECIFIC DEFINITIONS

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

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

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

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

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

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

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

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

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

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

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

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

3.8 Immediately report to the Plan any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including, but not limited to, Breaches or suspected Breaches of unsecured PHI under 45 CFR 164.410, and any Security Incident or suspected Security Incidents of PHI or confidential information which it becomes aware. Business Associate shall report the improper or unauthorized use or disclosure of PHI or potential loss of confidential information within 24 hours to the Plan. Business Associate shall immediately investigate any suspected Security Incident or Breach. Business Associate shall provide Covered Entity with all requested information so Covered Entity may comply with its reporting obligations to DHCS per the Medi-Cal Contract and all required Breach notifications.Business Associate shall mitigate, to the extent practicable, any harmful effects that is known to Business Associate of such Breach or Security Incident of PHI or other confidential information in violation of this BAA. Business Associate shall indemnify Covered Entity against any losses, damages,expenses or other liabilities including reasonable attorney's fees incurred as a result of Business Associate's or its agent's or Subcontractor's unauthorized use or disclosure of PHI including, but not limited to, the costs of notifying individuals affected by a Breach;

3.9 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors, agents, vendors, or others that create, receive, maintain, or transmit PHI and/or confidential information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

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

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

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

4.4 Business Associate agrees to make uses 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.

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

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

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

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

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

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

7. TERM AND TERMINATION

7.1 Term. The Term of this BAA shall be effective as of January 1, 2023 and shall terminate on the expiration date of the Agreement or on the date the Plan terminates for cause as authorized in Paragraph 7.2 below, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

8. MISCELLANEOUS

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

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

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

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

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

Acknowledged and agreed:

PARTNERSHIP HEALTHPLAN OF CALIFORNIA "PHC"

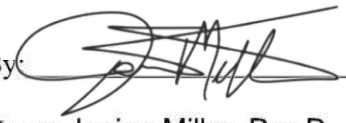
DocuSigned by:
By: Elizabeth Gibboney
29EAAFFBAC654B2...

Name: Elizabeth Gibboney

Title: CEO

Date: 6/7/2023

COUNTY OF MENDOCINO

By: 

Name: Jenine Miller, Psy.D.

Title: Behavioral Health Director

Date: 6/7/23

EXHIBIT B
Partnership HealthPlan of California (PHC) Request for County Data (Inbound)

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

Purpose
The purpose of PHC's request for County data is to receive data of shared clients so it can be used to improve quality of care, reduce cost of care, and improve efficiency and coordination of care with the help of most current summary of care records and enhanced quality of reporting and analytics and meet the requirement of CalAIM.

Scope
The scope of PHC's request for County Data includes the following list of data types as applicable to Specialty Mental Health and substance use treatment services rendered by the County of Mendocino to PHC members. Following patient matching of data received from PHC master client index for County of Mendocino Medi-Cal beneficiaries to the behavioral health active client list, the County of Mendocino will send list of shared patients and data as specified in Exhibit C to PHC in formats and methods mutually agreed upon. PHC will send data specified in Exhibit C of this Agreement for shared patients. This data will be provided through the shared participation in a Health Information Exchange (SacValley MedShare) to achieve these stated purposes. The data received will be stored and transmitted in a manner consistent with the attached Business Associate Agreement, and all applicable State and Federal regulations.

Req #	Type of Data
1	**MMEF** – Monthly Member Eligibility File for County Behavioral Health
2	**Encounter Alerting-**ADT's Residential admission, discharge, or transfer (ADTs) of beneficiaries in psychiatric facilities
3	**837 File –** for all Short Doyle claims

EXHIBIT C
County of Mendocino's Request (Outbound) for Patient Data

Background

The County of Mendocino manages members who need Specialty Mental Health and substance use disorder services.

Purpose

The County of Mendocino, works with Partnership HealthPlan (PHC) to achieve better outcomes in mental health and substance use treatment for its shared members. The County of Mendocino BHRS is requesting primary care utilization data held by PHC for quality improvement activities, regulatory requirements and to achieve the aims of CalAIM. This data will be provided through the shared participation in a Health Information Exchange (SacValley MedShare) to achieve these stated purposes. The data received will be stored and transmitted in a manner consistent with the attached Business Associate Agreement, and all applicable State and Federal regulations.

Scope

The scope of the County of Mendocino request for patient and utilization data include the following data sets as applicable to services rendered to PHC members by the County of Mendocino. PHC will send the data to County of Mendocino in formats and methods mutually agreed upon through the shared participation in the Health Information Exchange.

Req #	Type of Data	Examples
1	**Utilization Data** (Medical Claims & Encounters for inpatient admits, ED visits, outpatient visits)	• Member CIN • Member Last Name • Member First Name • Member DOB • Member Sex • Member Zip Code • Member Race/Ethnicity • Member last eligible date • Aid Code • Primary Care Provider (PCP) • ECM provider (if enrolled in ECM) • Date of ED visit or hospital admission; date of discharge (for admissions) • Up to 10 diagnoses for the encounter (primary diagnosis listed first) • For ED visits and PCP visits: Top 4 CPT codes for visit.

		• Name of hospital and ID number for ED admission/Inpatient admits • For outpatient encounters: name of provider and ID number of provider. • Encounter Alerting-ADT's of members for Behavioral Health Diagnoses
2	**Member Data**	• CIN • Member Last Name • Member First Name • Member DOB • Sex • PCP ID (PHC assigned ID) • PCP Name • Homeless Status • Eligibility Date Range

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: ______________________
Jenine Miller, Psy.D., BHRS Director

Date: 6/7/23

Budgeted: 'N/A'
Budget Unit: 'N/A'
Line Item: 'N/A'
Org/Object Code: 'N/A'
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: ______________________
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 06/20/2023

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: ______________________
Deputy 06/20/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: ______________________
Deputy 06/20/2023

INSURANCE REVIEW:

By: ______________________
Risk Management

Date: 06/01/2023

CONTRACTOR/COMPANY NAME

DocuSigned by:

By: Elizabeth Gibboney
Elizabeth Gibboney, Chief Executive Officer

Date: 6/7/2023

NAME AND ADDRESS OF CONTRACTOR:

Partnership HealthPlan of California
4665 Business Center Drive
Fairfield, CA 94534
707-863-4232
egibboney@partnershiphp.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: ______________________
Deputy

Date: 06/01/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: ______________________
Deputy CEO or Designee

Date: 06/01/2023

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ 'N/A'
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Government Agency