

COUNTY CLAIM REPORTS
Service Agreement
Dimension Reports LLC

COUNTY CLAIM REPORTS SERVICE AGREEMENT

THIS COUNTY CLAIM REPORTS SERVICE AGREEMENT (the "Agreement") is entered into effective the 12 day of September, 2017 by and between **Mendocino County Health and Human Services Agency**, a county public agency hereinafter referred to as "Client", located at PO Box 1060, Ukiah, CA 95482 and **DIMENSION REPORTS LLC**, a California Limited Liability Company, hereinafter referred to as "Dimension Reports", located at 6261 Hazel Ave, Orangevale, CA, 95662.

SUMMARY

Behavioral Health claims processed through The California Department of Health Care Services (DHCS) use 837 and 835 X12 HIPAA formatted files to communicate with county entities. 837 X12 HIPAA are submitted by the county entity and DHCS in return sends the 835 X12 HIPAA response.

Client wishes to contract with Dimension Reports to perform reporting on the 837 and 835 X12 HIPAA files.

NOW THEREFORE, it is agreed that Client does hereby retain Dimension Reports to provide the services described, and Dimension Reports accepts such engagement, on General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, Exhibit 1, Exhibit 2, Addendum A, all of which are incorporated into this Agreement.

The term of this Agreement shall be from July 1, 2017 through June 30, 2020.

The compensation payable to Dimension Reports hereunder shall not exceed Fifty – Eight Thousand Five Hundred Dollars (\$58,500) for the term of this Agreement.

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations hereinafter expressed, the parties agree as follows:

ASSUMPTIONS

- 60,000 – 70,000 claims annually (for all payers combined)
- DMH and ADP payers
- 5010 837 and 835 Transactions
- Internet Explorer 9+, Firefox 4+, Chrome 5+ and Safari 5+ browser support

REPORT TYPES

The Core Reports are Provider and 835 Claim Response based; these are the primary reports. The Supplemental Reports are specialized for denied claims and fiscal Aid Code categories; these are optional reports.

REFRESH FREQUENCY

The Refresh Frequency refers to the number of times 837/835 EDI files are processed and new reports published. Dimension Reports provides the following refresh frequency:

- **MONTHLY** – One day per month

- **WEEKLY** – One day per week
- **DAILY** – Once per 24 hours

- Core Reports

1. By Provider (Program Code)

Users will be able to view claim data by provider within a fiscal year (by service date). Provider groups (Program Codes) will let providers (reporting units) to be grouped and viewed individually. Data can be viewed at a summary level (sum of all provider groups within a fiscal year) as well as at claim level details. All data can be viewed in Excel.

2. By Claim Response (835)

Users will be able to view claim data by 835 response within a fiscal year (by warrant date). Selecting individual warrants will show all claim information related to warrant. Users will be able to filter by approved and denied responses. Data can be viewed at a summary level (sum of claim within an 835 response) as well as claims details. All data can be viewed in Excel.

- Supplemental Reports

1. Denial Reports

Users will be able to view denied claim data by denial reason. Denial reasons will be grouped by CO Reasons 1-4 and Remark Codes. User will be able to filter the denials by Provider Group (Program Code). Data can be viewed at a summary level (sum of all denial reasons within a fiscal year) as well as at claim level details. All data can be viewed in Excel.

2. Fiscal Reports

Users will be able to view claim data by Aid Code Category (i.e. FFP, Refugee). The Aid Code categories will be cross-walked using the member aid code (from 835 file). Payments will be shown in the appropriate bucket (i.e. County vs. Federal). Data can be viewed at a summary level (sum by Aid Code Category) to service date details. All data can be viewed in Excel.

COST

The following cost sheet is based on an *annual* subscription. Choose ONE.

REPORT TYPES	REFRESH FREQUENCY		
	MONTHLY	WEEKLY	DAILY
Core	\$18,000/year <input type="checkbox"/>	\$21,000/year <input type="checkbox"/>	\$25,000/year <input type="checkbox"/>
Core + Supplemental	\$19,500/year <input checked="" type="checkbox"/>	\$23,000/year <input type="checkbox"/>	\$27,500/year <input type="checkbox"/>

INCLUDED IN COST

- All historical fiscal years of 5010 837 and 835 files (optional 4010)
- Claim detail reporting
- Full support for any issues that may occur due to the reporting software
- 5 hours per month of any additional consulting support
- HIPAA Secure Server (SFTP) for all file transfers (EDI and report files)
- Web Portal to manage issues and tasks

PAYMENT OPTIONS

Based on the selected cost option; invoicing will be issued for one of the following installment plans. Choose ONE.

- ☒ Annual
- ☐ Semi-Annual
- ☐ Quarterly
- ☐ Monthly

Services Provided by Dimension Reports; Standard of Performance

Dimension Reports shall obtain 5010 837 and 835 files through Secure File Transport (SFTP) server. The EDI files should be provided or obtained to Dimension Reports in the same format in which it is processed from The Department of Healthcare Services (DHCS), which should be electronic downloadable format. As a product of this service, Dimension Reports shall produce report files using claim information stored in the EDI files. All services provided by Dimension Reports shall meet or exceed professionally recognized industry standards for quality, completeness, accuracy, timeliness, security and confidentiality and shall be performed in compliance with all applicable law, regulatory agency guidelines and Client's Government Contracts, including but not limited to the requirements summarized in Exhibit 1 of this Agreement, which is attached hereto and incorporated herein by reference.

Deliverables

Dimension Reports shall deliver the report files to Client in electronic downloadable format. The product will be delivered either on Client's Secure File Transfer Protocol (SFTP) server or on the Service Provider's public SFTP server. In case of use of Client's SFTP server for deliverable, Client shall provide Dimension Reports necessary access rights for SFTP server. Dimension Reports will copy the deliverables in standard ASCII format. In case of use of Dimension Reports public SFTP server, Dimension Reports will provide Client necessary access right on the SFTP server to download the deliverables.

Confidentiality

During the course of this Agreement, each party may be given access to information in tangible, electronic downloadable/non-downloadable, or online form that relates to the other's past, present, and future research, development, business activities, products, services, technical knowledge, and customer information, including but not limited to protected health information, which is identified by the discloser as confidential or which would be understood to be confidential by a reasonable person under the circumstances ("Confidential Information"). Each party will protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own similar information, but in no event using less than a reasonable standard of care. Each party will restrict access to the Confidential Information to those of its personnel (including such personnel employed by its affiliates) and subcontracts engaged in the performance, management, receipt or use of the Services under this Agreement, provided that such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement. Dimension Reports shall execute and maintain during the course of this Agreement the Business Associate Agreement at Exhibit 2, which is attached hereto and incorporated by reference herein. A breach of the Business Associate Agreement shall constitute a material breach of this Agreement.

Warranties

This is a services agreement. In providing professional services, Dimension Reports warrants that it will perform such services in good faith and in a professional manner that the report files it sends to Client will contain information from the 5010 837/835 files, and that services will be provided in compliance with all applicable federal, state, and local laws and regulations. Dimension Reports disclaims all other warranties, either express, implied or statutory, including, without limitation, warranties of merchantability and fitness for any purpose other than the purpose for which the report files would normally be used.

Non-Exclusivity

This agreement shall not preclude or limit in any way (i) the right of Dimension Reports to provide consulting or other services of any kind or nature whatsoever to any individual or entity as Dimension Reports in its sole discretion deems appropriate, as long as such services do not breach the confidentiality of Client confidential

information; or (ii) developing for itself or for others, materials that are competitive with those produced as a result of the services provided, irrespective of their similarity to the Deliverables.

Proprietary Rights

This is an Agreement for services and Client is not granted any license hereunder. All technical/non-technical materials, tools, methodologies, and/or analytical models that Dimension Reports will use to produce tangible, downloadable or online products for this service are and shall remain the sole and exclusive property of Dimension Reports.

Termination

This Agreement does not enforce any long term commitment or contract between the two parties. The Client has and reserves the right to suspend, terminate or abandon the execution of any work by Dimensions Reports without cause at any time upon giving Dimensions Reports prior written notice. In the event that the Client should abandon, terminate or suspend Dimension Reports' work, Dimension Reports shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with payments terms hereto, provided that the maximum amount payable to Dimension Reports for its services as outlined in the scope of work shall not exceed \$58,500 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

Data Disclosures

Dimension Reports shall not disclose, sell or rent Client information and health claim information (the Data) stored in the 837/835 EDI files provided by Client unless required by order or other requirement of a court, administrative agency, or other governmental body or applicable law. Notwithstanding the above, Client expressly permits Dimension Reports to use and/or disclose the Data to personnel who access, process, and manage the Data in connection to provide the services to meet the obligation set forth in this Agreement. Dimension Reports shall not retain or store the Data in any form for its research, marketing, or financial/non-financial purposes, however, Dimension Reports shall retain such books, records and papers concerning its performance of duties hereunder that will enable regulatory agencies and/or Client to monitor and oversee such performance.

Password

In case Client agrees to use Dimension Reports' SFTP server, the Dimension Reports will provide Client necessary user name, password, and access rights to connect and download the electronic files from the server. It will be Client's responsibility to ensure strict confidentiality of the password. Any unauthorized use of the Password by Client will constitute a material breach of this Agreement. In result of such incident, Dimension Reports will not be responsible for loss of data or its confidentiality and Client will be solely responsible for all actions and fees incurred as a result of such incident.

Limitation of Liability

In no event other than breaches of confidentiality of protected health information will either party or any of its representatives be liable to the other party for any special, indirect, incidental, exemplary, consequential or punitive damages arising from or related to the Services, or to this Agreement, including but not limited to, damages for loss of data, loss of use, or loss of profits, . Further, in no event will either party or any of its representative's total cumulative liability to the other party for claims, losses, or damages of any kind, whether based on contract, tort, negligence, indemnity or otherwise, arising out of or related in any way to this Agreement or the Service, exceed the limits of liability insurance retained by such party, which shall not be less than \$1 million per claim and \$2 million in the aggregate.

Indemnification

Except as otherwise provided in, and subject to, the privileges and immunities provisions that apply to Client as a county public agency under the Government Code and Welfare and Institutions code, each party agrees to indemnify, defend and hold harmless the other party and its the Representatives, and its respective affiliates, subsidiaries, officers, directors, stockholders, employees, consultants, representatives, agents, successors and assigns from and against any and all claims, losses, liabilities, sums of money, damages, expenses, costs (including, but not limited to, reasonable attorneys' fees) and/or actions arising from: (i) indemnifying party's acts or omissions; (ii) indemnifying party's violation of any applicable law; (iii) Indemnifying party's breach of any term or condition set forth in this Agreement; (iv) the indemnifying party's breach of any of its representations or warranties set forth herein; (v) the indemnifying party's infringement or misappropriation of any intellectual property rights or other rights of any person or entity; and/or (vi) the indemnifying party's breach of confidentiality of protected health information or other confidential information of the other party or of a Client customer.

Entirety

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes and previous understandings, representations, commitments or agreements, oral or written. No provision of this Agreement may be waived except by a writing signed by the party to be charged nor may this Agreement be amended except by a writing executed by both parties. If any provision, or portion thereof, of this Agreement is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect.

Dispute Resolution

The parties will make good faith efforts to first resolve internally any dispute under this Agreement by escalating it to higher levels of management. Any dispute, controversy, or claim arising out of, relating to, involving, or having any connection with this Agreement, including any question regarding the validity, interpretation, scope, performance, or enforceability of this dispute resolution provision, will be exclusively and finally settled by state or federal courts in Mendocino County, California and that venue for any action brought pursuant to or arising from this Agreement shall reside exclusively in the courts of Mendocino County, California.

Governing Law

This agreement is subject to all state and federal laws and regulations pertaining thereto and shall be governed by and construed in accordance with the laws of California without regard to the conflict of law rules.

EXHIBIT 1**KEY REGULATORY PROVISIONS APPLICABLE TO [COUNTY DEPARTMENT]
AND WITH WHICH DIMENSION REPORTS MUST COMPLY****PART 1: MEDI-CAL**

PROVISIONS REQUIRED BY MEDI-CAL LAW OR CONTRACT TO BE IN ALL SUBCONTRACTS AND SUB-SUBCONTRACTS	
Regulatory/DHCS Contract Section	<u>Description of Requirements. Subcontractors (including <ASO>) and Provider's Subcontractors must:</u>
22 CCR §53250(c)(5) & §53867; DHCS Contract Exh. A, Att. 6, §13 B (6)	<u>Reports.</u> Agree to submit reports as required by [COUNTY DEPT] and/or DHCS.
22 CCR §53250(e)(3) & (4) & §53867; DHCS Contract Exh. A, Att. 6, §13 B (9), (12) & (20)	<u>Access to Subcontracts.</u> Make subcontracts available to DHCS upon request and comply with the same terms and conditions as DHCS requires of the Plan.
22 CCR §53250(e)(5) & §53867; DHCS Contract, Exh. A, Att. 6, §13 B (13)	<u>No Assignment without DHCS Approval.</u> Not assign or delegate this Agreement or any subcontract hereunder – if such assignment or delegation is permitted under the Agreement itself -- unless prior approval is obtained by [COUNTY DEPT] from DHCS, to the extent required. Any attempted assignment or delegation without prior DHCS and [COUNTY DEPT] approval will be void.
22 CCR §53250(e)(3) & §53867; DHCS Contract, Exh. A, Att. 6, §13 B (9) & (20)	<u>DHCS Review.</u> Agree to make all sub-subcontracts available to DHCS upon request and require the sub-subcontractor to comply with the same terms and conditions DHCS requires of subcontractors.
42 CFR §438.230; DHCS Contract, Exh. A, Att. 4, §§ 1 & 6	<u>Accountability.</u> Agree that [COUNTY DEPT] will oversee, and may be held accountable by the State, for any functions and responsibilities it delegates to subcontractor.
22 CCR §53250(c)(2) & §53867; DHCS Contract Exh. A, Att. 6, §13 B (2)	<u>Governing Contract.</u> Understand that all subcontracts shall be governed by and construed in accordance with the contractual obligations of [COUNTY DEPT] to DHCS.
22 CCR §53250(a) & (c)(3) & §53867; DHCS Contract, Exh. A, Att. 6, §13 B (3)	<u>Effective Upon Approval.</u> Specify that the terms of the subcontract or any subsequent amendment shall become effective only after Departmental approval, to the extent required by the DHCS-[COUNTY DEPT] contract.

PROVISIONS REQUIRED BY MEDI-CAL LAW OR CONTRACT TO BE IN ALL SUBCONTRACTS AND SUB-SUBCONTRACTS	
Regulatory/DHCS Contract Section	Description of Requirements. Subcontractors (including Provider) and Provider's Subcontractors must:
22 CCR §53250(e)(1) & §53867; DHCS Contract, Exh. A, Att. 6, §13 B (7) & (9) & Exh. E, Att. 2, §20	<u>Government Access.</u> Provide access to books, records, papers, encounter data, facilities to DHCS, DHHS, DOJ and DMHC at all reasonable times at Subcontractor's place of business or other mutually agreeable location in California. All such records shall be in a form maintained in accordance with general standards applicable to such book and record keeping. Records, including but not limited to encounter data shall be maintained for at least 5 years from the end of the year of service or such longer period as is required by law or this Agreement. DHCS has a right to monitor, not just audit, all aspects of [COUNTY DEPT]'s operations and those of its participating providers, for compliance with applicable requirements.
42 CFR §438.608; DHCS Contract, Exh. E, Att. 2, §26	<u>Fraud Prevention.</u> Cooperate with [COUNTY DEPT]'s program for fraud and abuse detection, investigation, reporting and taking corrective action.
22 CCR §53250(c)(2) & §53867; DHCS Contract, Exh. A, Att. 6, §13 A	<u>State and Federal Law.</u> Draft the subcontracts and sub-subcontracts in accordance with the Knox Keene Act and Regulations, the applicable provisions of the Welfare and Institutions Code and associated Medi-Cal regulations, and other applicable federal and state laws and regulations.
22 CCR §§ 51007 and 53250(c)(2); DHCS Contract, Exh. A, Att. 6, §13 B (20) & Exh. E, Att. 2, §§27-30 & Exh. D(F), §1	<u>Compliance.</u> Comply with applicable law and the DHCS-[COUNTY DEPT] contract. (The DHCS contract specifies several laws that must be specifically mentioned, such as the ADA, the Veteran's Preference laws, fraud and abuse laws, etc.
DHCS Contract, Exh. A, Att. 4	<u>QI Oversight.</u> Allow [COUNTY DEPT] to monitor the quality of services delivered.
DHCS Contract, Exh. A, Att. 7, §5 & Att. 13, §1A	<u>Member Rights.</u> Comply with the Plan's written policies on member rights, including but are not limited to, right to: confidentiality; file a grievance; participate in health care decisions; right to choose their participating PCP; access to their medical records; cultural and linguistic sensitivity; and continuity of care.
DHCS Contract, Exh. A, Att. 4 & Att. 9	<u>Availability and Accessibility.</u> Make services available and accessible to members, consistent with the terms of the DHCS-[COUNTY DEPT] Contract.
DHCS Contract, Exh. A, Att. 6, §13 B (15) & Exh. E, Att. 2, §§23, 24 & 25	<u>Third Party Liability.</u> Notify [COUNTY DEPT] so that [COUNTY DEPT] can notify DHCS's Third Party Liability Branch and [COUNTY DEPT] within ten (10) calendar days of learning of any illness or injury compensable under Workers compensation insurance, any casualty cases or third party tort cases. DHCS has the right to coordinate benefits and/or pursue other recovery of the value of Covered Services in these cases and to retain the costs of Covered Services for any such compensable illness or injury. Neither [COUNTY DEPT], nor Provider nor any of its subcontracting providers shall collect on any such claim.

PROVISIONS REQUIRED BY MEDI-CAL LAW OR CONTRACT TO BE IN ALL SUBCONTRACTS AND SUB-SUBCONTRACTS	
Regulatory/DHCS Contract Section	Description of Requirements. Subcontractors (including Provider) and Provider's Subcontractors must:
42 CFR §§438.610 & 455.106; DHCS Contract, Exh. D(F), § 19	<u>Debarment.</u> Terminate any subcontract or sub-subcontract with a debarred or suspended person (i.e., someone who has been barred or suspended from participation in federally funded programs). Not initially contract with any such person.
22 CCR § 51007; DHCS Contract, Exh. A, Att. 9, §§10 & 11; Exh. E, Att. 2, §§28-30.	<u>No Discrimination.</u> Prohibit discrimination on the basis of age, race, color, creed, religion, sex, sexual preference, national origin, health status, genetic characteristics, physical and/or mental disability, income level or on the basis that they are Enrollees of a prepaid health care plan.
22 CCR §53250 (b); DHCS Contract, Exh. A, Att. 10	<u>Services.</u> Meet the requirements of subchapters 3 & 4 of Subdivision 1 ("California Medical Assistance Program", 22 CCR §§ 51000.1 et seq.) related to the services the subcontractor is to perform.
22 CCR §§53250(c) & 53867; DHCS Contract Exh. A, Att. 6, §13 B (2) & (20)	<u>DHCS Contract binding on Subcontractors.</u> Subcontract shall be governed by and construed in accordance with the all laws, regulations and contractual obligations incumbent upon the plan.
22 CCR §53250 (a), (c) & (e) & §53867; DHCS Contract, Exh. A, Attachment 6, §13B	<p><u>Subcontract Terms Required by Regulations.</u></p> <p>Subcontracts must specify:</p> <ul style="list-style-type: none"> ○ The services to be provided. ○ That the subcontract shall be governed by and construed in accordance with the all laws, regulations and contractual obligations incumbent upon the plan. ○ That the subcontract and/or amendment shall become effective only after approval by DHCS. ○ The terms of the contract, including the beginning and ending dates as well as any methods of extension, renegotiation and termination. ○ The subcontractor's agreement to submit reports as required by the Contractor. ○ The subcontractor's agreement to make all of its books and records pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying by the DHHS, DMHC and DHCS at all reasonable times at the subcontractor's place of business or at another mutually agreeable location in California, and in a form maintained in accordance with generally accepted standards. ○ The subcontractor's agreement to maintain books and records for a term of at least five years from the close of the fiscal year in which the contract was last in effect. <p>Full disclosure of the method and amount of compensation or other consideration received by the subcontractor.</p>

PROVISIONS REQUIRED BY MEDI-CAL LAW OR CONTRACT TO BE IN ALL SUBCONTRACTS AND SUB-SUBCONTRACTS	
Regulatory/DHCS Contract Section	<u>Description of Requirements. Subcontractors (including Provider) and Provider's Subcontractors must:</u>
22 CCR §53250 (c) & (e) & §53867	<p>Subcontracts must also specify:</p> <ul style="list-style-type: none"> ○ Subcontractor's agreement to maintain and make available to DHCS upon request copies of all sub-subcontracts and to ensure that all sub-subcontracts are in writing and require that the subcontractor: <ul style="list-style-type: none"> • Make available all applicable books and records at all reasonable times for inspection, examination and copying by DHCS. • Retain such books and records for a term of at least five years from the close of the fiscal year in which the contract was last in effect. ○ Subcontractor's agreement to hold harmless both the State and plan members in the event the plan cannot or will not pay for services performed by the subcontractor pursuant to the subcontract.

EXHIBIT 2

Mendocino County Health and Human Services Agency BUSINESS ASSOCIATE AGREEMENT WITH TRADING PARTNER LANGUAGE

THIS BUSINESS ASSOCIATE AGREEMENT is entered into effective the ____ day of _____ by and between Mendocino County Health and Human Services Agency ("Covered Entity") and Dimension Reports, LLC, a California Limited Liability Corporation

RECITALS

Whereas, Mendocino County Health and Human Services Agency ("Covered Entity"), in its capacity as a Covered Entity under the Health Information Portability and Accountability Act of 1996 ("HIPAA") is required to enter into this Agreement to obtain satisfactory assurances that Business Associate will appropriately safeguard all Protected Health Information ("PHI") as defined herein, disclosed, used, created or received by Business Associate on behalf of Covered Entity.

Whereas, Covered Entity desires to engage Business Associate to perform certain functions for, or on behalf of, Covered Entity involving the disclosure of PHI by Covered Entity to Business Associate, or the creation or use of PHI by Business Associate on behalf of Covered Entity, and Business Associate desires to perform such functions.

Now therefore, in consideration of the mutual promises found in the Underlying Agreement and the exchange of information pursuant to this Agreement and in order to comply with all legal requirements for the protection of this information, Business Associate hereby agrees as follows:

A. Definitions of Terms

The terms in this Agreement shall have the meaning given them in the Privacy Rule except as otherwise indicated.

1. Agreement means this Business Associate Agreement.
2. Breach or Breached shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Section 164.402 which Compromises the Security or Privacy of PHI.
3. Business Associate shall have the meaning given to such term in 45 C.F.R. section 160.103.
4. C.F.R. shall mean the Code of Federal Regulations.
5. Compromises the Security or Privacy of PHI shall have the meaning given to it in 45 C.F.R. Section 164.402, and includes, but is not necessarily limited to an unauthorized acquisition, access, use or disclosure that poses a significant risk of financial, reputational or other harm to the Individual.

6. Covered Entity shall have the meaning given to such term in 45 C.F.R. Section 160.103 and includes the Covered Entity
7. Designated Record Set shall have the meaning given to such term in 45 C.F.R. Section 164.501.
8. HIPAA means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191), as amended.
9. Individual shall have the meaning given to such term in 45 CFR section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR section 164.502(g).
10. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended from time to time, and applicable State privacy laws to the extent that they are not federally preempted.
11. Protected Health Information or PHI shall have the meaning given to such term in 45 C.F.R. section 164.501.
12. Underlying Agreement shall mean the agreement, contract, or invoice under which Business Associate is disclosing, using, creating, or receiving PHI on Covered Entity's behalf.
13. Unsecured PHI shall have the meaning given to it in 45 C.F.R. Section 164.402 and includes, but is not necessarily limited to PHI has not been rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the Guidance issued on April 27, 2009 at 74 Fed. Reg. No. 79, pp. 19006 et seq.

B. Obligations of Business Associate.

1. Permitted Uses and Disclosures. Business Associate may not use or disclose PHI received or created pursuant to this Agreement except as follows:
 - a. As indicated in Exhibit I, attached hereto and incorporated herein by reference, or as required by law.
 - b. If necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate, provided that:
 - i. Uses or disclosures are required or permitted by law; or
 - ii. Business Associate obtains reasonable assurances from the person/entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person/entity; and
 - iii. The person/entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - c. Notwithstanding provisions a. and b. above, any use or disclosure of PHI shall be consistent with the Privacy Rule.
2. Ownership of PHI. The PHI and any related information created or received from or on behalf of Covered Entity is and shall remain the property of Covered Entity. Business Associate agrees

that it acquires no title or rights to the PHI and any related information, including any de-identified information.

3. Disclosure Accounting. In the event that Business Associate makes any disclosures of PHI that are subject to the accounting requirements of 45 C.F.R. section 164.528, Business Associate promptly shall report such disclosures to Covered Entity. The notice by Business Associate to Covered Entity of the disclosure shall include the name of the person and Covered Entity affiliation to whom the PHI was disclosed and the date of the disclosure. Business Associate shall maintain a record of each such disclosure, including the date of the disclosure, the name and, if available, the address of the recipient of the PHI, a brief description of the PHI disclosed and a brief description of the purpose of the disclosure. Business Associate shall maintain this record for a period of six (6) years and make available to Covered Entity upon request in an electronic format so that Covered Entity may meet its disclosure accounting obligations under 45 C.F.R. section 164.528.
4. Access to PHI by Individuals. Business Associate shall cooperate with Covered Entity to fulfill all requests by Individuals for access to the Individual's PHI that are approved by Covered Entity. Business Associate shall cooperate with Covered Entity in all respects necessary for Covered Entity to comply with 45 C.F.R. section 164.524. If Business Associate receives a request from an Individual for access to PHI, Business Associate immediately shall forward such request to Covered Entity. Covered Entity shall be solely responsible for determining the scope of PHI and Designated Record Set with respect to each request by an Individual for access to PHI. If Business Associate maintains PHI in a Designated Record Set on behalf of Covered Entity, Business Associate shall permit any Individual, upon notice by Covered Entity, to access and obtain copies of the Individual's PHI in accordance with 45 C.F.R. 164.524. Business Associate shall make the PHI available in the format requested by the Individual and approved by Covered Entity, unless the PHI is not readily producible in such format, in which case the PHI shall be produced in hard copy format. Business Associate may not charge the Individual any fees for such access to PHI.
5. Access to Business Associate's Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with the HIPAA laws and regulations. Upon reasonable notice to Business Associate and during Business Associate's normal business hours, Business Associate shall make such internal practices, books and records available to Covered Entity to inspect for purposes of determining compliance with this Agreement.
6. Amendment of PHI. Should Business Associate maintain PHI in a Designated Record Set, Business Associate shall incorporate all amendments to PHI in a Designated Record Set, as directed and in accordance with the time frames specified by Covered Entity. Within five (5) business days following Business Associate's amendment of PHI as directed by Covered Entity, Business Associate shall provide written notice to Covered Entity confirming that Business Associate has made the amendments to PHI as directed by Covered Entity and containing any other information as may be necessary for Covered Entity to provide adequate notice to the Individual in accordance with 45 C.F.R. section 164.526.
7. Security and Privacy Safeguards. Business Associate shall:

- (a) Implement safeguards, policies and procedures that reasonably and appropriately protect the confidentiality, security, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (b) Ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate safeguards.
- (c) Make its policies and procedures, and documentation required by this subpart relating to such safeguards, available to the Covered Entity and to the Secretary for purposes of determining the Covered Entity's compliance with this subpart. And
- (d) Authorize termination of the contract by the Covered Entity if the Covered Entity determines that the Business Associate has violated a material term of the contract.
- (e) Not sell or receive payment for, or permit its employees, agents, representatives or sub-Business Associates to sell or receive payment for PHI or other electronic health records of an Individual without the written authorization of the individual and of the Covered Entity.
- (f) Comply with the provisions of HIPAA, HIPAA security standards and the Privacy Rule to the extent required by 42 USC 17931.

The terms of this Section and Section 8 of the Agreement will survive the termination or expiration of this Agreement.

8.

Reporting.

- (a) As required in 45 C.F.R. Section 164.410, Business Associate shall notify the Covered Entity of any security incident or Breach of Unsecured PHI of which it has knowledge as soon as possible but in no event later than sixty (60) days after discovery of the breach, unless such notice is delayed for no longer than thirty (30) days at the request of law enforcement due to the potential to impede a criminal investigation or damage national security. In the notice provided to Covered Entity by Business Associate regarding unauthorized uses and/or disclosures of PHI, security incidents or Breaches of Unsecured PHI, Business Associate shall describe the remedial or other actions undertaken or proposed to be undertaken regarding the unauthorized use or disclosure of PHI.
- (b) Business Associate understands that, pursuant to the Privacy Rule, Covered Entity must send written notice to the Individual of any Breach of PHI that Compromises the Security or Privacy of PHI. If the Breach affects the PHI of more than 500 Individuals, the Covered Entity must also notify the Secretary of the US Department of Health and Human Services and one or more prominent media outlets in the State or jurisdiction of the Breach. Business Associate shall provide any information needed by Covered Entity to prepare that notice.
- (c) Business Associate shall also report to the Covered Entity any complaints by an Individual about the privacy policies of the Covered Entity or Business Associate. Business Associate may not retaliate or discriminate against, coerce, intimidate, or take any action against an Individual who exercises his/her rights under the Privacy Rule, including but not limited to the right to complain about Business Associate's privacy practices and/or policies. Nor may Business Associate require an Individual to waive his or her rights under the Privacy Rule as a condition of treatment or eligibility for benefits.

9. Mitigating Unauthorized Uses and Disclosures of PHI. Business Associate shall use its best efforts to mitigate the deleterious effects of any use or disclosure of PHI not authorized by this Agreement.
10. Affiliates, Agents, Subsidiaries and Sub-Business Associates. Business Associate shall require that any agents, affiliates, subsidiaries or sub-Business Associates, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agree in writing to the same use and disclosure restrictions imposed on Business Associate by this Agreement and by HIPAA.
11. Trading Partners.
 - (a) If Business Associate is also a trading partner of Covered Entity, Business Associate shall conduct all or part of a transaction on behalf of the covered entity, the business associate must:
 - (i) Comply with all applicable requirements of HIPAA, including but not limited to Part 162, Subpart I concerning standard transactions; and
 - (ii) Require any agent or subcontractor to comply with HIPAA, including but not limited to, all applicable requirements pertaining to standard transactions.
 - (b) Neither party shall be required under this Agreement or any other agreement to do any of the following that affects the Transaction Rules implementation specifications:
 - (i) Change the definition, data condition, or use of a data element or segment in a standard.
 - (ii) Add any data elements or segments to the maximum defined data set.
 - (iii) Use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification(s).
 - (iv) Change the meaning or intent of the standard's implementation specification(s).

C. Term and Termination.

1. Term. The term of this Agreement coincides with the term of the Underlying Agreement. Upon termination of the Underlying Agreement, this Agreement shall become of no further force or effect whatsoever and each of the parties hereto shall be relieved and discharged here from, unless otherwise provided in this Agreement. Contract can terminate at any time with 30 days' notice.
2. Termination by Breach. Covered Entity, at its sole option and without offering an opportunity to cure, may terminate immediately this Agreement and the Underlying Agreement if Covered Entity determines that Business Associate has violated a material term of this Agreement.
3. Effects of Termination; Disposal of PHI. Upon termination of this Agreement, Business Associate shall recover all PHI that is in the possession of Business Associate's agents, affiliates, subsidiaries or sub-Business Associates. Business Associate shall return to Covered Entity or

destroy all PHI that Business Associate obtained or maintained pursuant to this Agreement on behalf of Covered Entity. If the parties agree at that time that the return or destruction of PHI is not feasible, Business Associate shall extend the protections provided under this Agreement to such PHI, and limit further use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If the parties agree at the time of termination of this Agreement that it is infeasible for the Business Associate to recover all PHI in the possession of Business Associate's agents, affiliates, subsidiaries or sub-Business Associates, Business Associate shall provide written notice to Covered Entity regarding the nature of the unfeasibility and Business Associate shall require that its agents, affiliates, subsidiaries and sub-Business Associates agree to the extension of all protections, limitations and restrictions required of Business Associate hereunder. The terms of this paragraph will survive the termination or expiration of this Agreement.

4. Remedies. Notwithstanding any rights or remedies under the Agreement or provided by law, Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, or any of its agents, affiliates, subsidiaries or sub-Business Associates.

D. Miscellaneous.

1. Business Associate's Compliance with HIPAA. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and shall indemnify and shall hold the Covered Entity harmless from any loss occasioned as a result of Business Associate's failure to meet its obligations under this Agreement.
2. Change in Law. In the event that there are subsequent changes or clarifications of federal or state statutes, regulations or rules relating to Agreement, the parties agree to comply with such changes or clarifications without the need for formal amendment to the Agreement. In the event that there shall be a change in the federal or state statutes, regulations, or rules of any interpretation or any such statute, regulation or rule, or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, Business Associate may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues. If, within fifteen (15) days following the notice, the parties are unable to agree upon such amendments, either party may terminate this Agreement by giving the other party at least thirty (30) days written notice.
3. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

4. Governing Law. This Agreement shall be construed broadly to implement and comply with the requirements relating to the federal and state privacy statutes and regulations, including but not limited to Health Insurance Portability and Accountability Act and California Confidentiality of Medical Information Act. All other aspects of this Agreement shall be governed under the laws of the State of California and venue for any actions relating to this Agreement shall be in Mendocino County, California.
5. Assignment/Subcontracting. Business Associate may not assign or subcontract the rights or obligations under this Agreement without the express written consent of Covered Entity. Covered Entity may assign its rights and obligations under this Agreement to any successor or affiliated entity.
6. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
7. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, subsidiaries, sub-Business Associates or employees assisting Business Associate in the fulfillment of its obligations under this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its agents, affiliates, subsidiaries, sub-Business Associates or employees are a named adverse party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO

HEALTH AND HUMAN SERVICES AGENCY:

By: [Signature]
Jenine Miller HHSA Assistant Director/ Behavioral Health Director

Date: 6/6/17

Budgeted: ☒ Yes ☐ No

Budget Unit: 4051

Line Item: 86-2189

Org/Object Code: MACFT

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

SEP 15 2017

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy

Date: SEP 15 2017

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

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy

Date: SEP 15 2017

INSURANCE REVIEW:

By: [Signature]
ALAN D. FLORA, Risk Manager

Date: 6/30/17

CONTRACTOR/COMPANY NAME

By: [Signature]
Signature

Printed Name: Orri Rail

Title: President

Date: 8-2-2017

NAME AND ADDRESS OF CONTRACTOR:

Dimension Reports, LLC

PO Box 2048

Orangeville, CA 95662

559-679-2541; orri@dimensionreports.com

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:

KATHARINE L. ELLIOTT, County Counsel

By: [Signature]
Deputy

Date: 6/15/17

FISCAL REVIEW:

By: [Signature]
Deputy CEO/Fiscal

Date: 6/30/17

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: [Signature]
CARMEL J. ANGELO, Chief Executive Officer

Date: 6/30/17

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ 17-136

ADDENDUM A

Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effective July 1, 2017 (the "Effective Date"), by and between Dimension Reports, LLC ("Business Associate") and **Mendocino County Behavioral Health & Recovery Services** (the "Covered Entity").

Business Associate and Covered Entity have a business relationship (the "Relationship" or the "Agreement") in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity. ("PHI"). Therefore, if Business Associate is functioning as a business associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement.

1. **Definitions.** For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH").
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a business associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.
3. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI to carry out its duties to Covered Entity pursuant to the terms of the Relationship. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
4. **Limitations on Uses and Disclosures of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.
5. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.

6. **Reporting of Improper Use and Disclosures of PHI.** Business Associate shall report within 24 business hours to Covered Entity a use or disclosure of PHI not provided for in this Agreement by Business Associate, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. Business Associate shall also report within 24 business hours to Covered Entity a breach of unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

Compliance Officer
Mendocino County Behavioral Health
1-866-791-9337

7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.
9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH.


In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to Covered Entity.

13. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:
 - (a) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
 - (b) Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
 - (c) Report to Covered Entity any security incident of which Business Associate becomes aware.
14. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.
15. **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the Covered Entity upon receipt of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.
16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.
17. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associates or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.

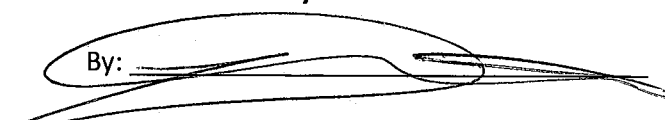
18. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.
21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
22. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.
23. **Independent Contractor Status.** For the purposes of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
24. **Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

Dimension Reports, LLC

By: 
Name: Orri Rai
Title: President

Mendocino County

By: 
Name: Jenine Miller
Title: Behavioral Health Director