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PARTNERSHIP HEALTHPLAN OF CALIFORNIA
MASTER SERVICES AGREEMENT
FOR COMMUNITY SUPPORTS (ILOS)

This Master Services Agreement and its Exhibits ("Agreement") is made and entered into on January 1, 2022 ("Effective Date") by and between the Partnership HealthPlan of California ("PHC"), a public entity contracted with the Department of Health Care Services ("DHCS"), and subject to the California Public Records Act ("CPRA"), and Napa County ("Subcontractor") individually the "Party" and collectively the "Parties".

RECITALS

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

WHEREAS, PHC would like to engage Napa County and Napa County would like to be so engaged, to arrange for Community Support Services to Covered Members, in accordance with the terms and conditions of this Agreement;

WHEREAS, Napa County shall enter into Network Provider Agreements with Community Support Providers, under which Network Provider agrees to provide approved Community Support Services

BACKGROUND

California Advancing & Innovating Medi-Cal ("CalAIM") is a new initiative by DHCS to improve the quality of life and health outcomes of Medi-Cal Members by implementing broad delivery system, program, and payment reform across Medi-Cal. A key feature of CalAIM is the offering of Community Supports or In Lieu of Services ("ILOS"), which, at the option of a Medi-Cal managed care health plan ("MCP") and a Member, can substitute for covered Medi-Cal services as cost-effective alternatives.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, the Parties agree as follows:

ARTICLE I - COMMUNITY SUPPORTS (ILOS) DEFINITIONS

Key terms are defined as follows:

Applicable Requirements: to the extent applicable to this Agreement and the duties, right, and privileges hereunder, all federal, State, county, and local statutes, rules, regulations, and ordinances, including, but not limited to, Welfare and Institutions Code and its implementing regulations, the Social Security Act and its implementing regulations, the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, the Health Information Technology for Economic and Clinical Health ("HITECH") Act, the Deficit Reduction Act of 2005 and its implementing regulations, the Federal Patient Protection and Affordable Care Act (Public Law 111-148) as amended by the Federal Health Care and Education Reconciliation Act of 2010 (Public Law 111-152) (collectively, "Affordable Care Act"), the California Consumer Privacy Act of 2018 and its implementing regulations, the California Confidentiality of Medical Information Act; DHCS Medi-Cal Subcontractor Manual; the Medi-Cal Contracts, including the Community Supports (ILOS) Provisions; all Regulatory Agency guidance, executive orders, instructions, All Plan Letters ("APL(s)"), bulletins, and policies; and all standards, rules, and regulations of Accreditation Organizations.

Authorization or Prior Authorization: Written and/or electronic approval by PHC for the rendering of Community Supports (ILOS), which shall be determined pursuant to the authorization procedures described in the PHC Network Provider Manual and Policies.

DHCS: means the California Department of Health Care Services which funds health care for Medi-Cal Members.

Community Supports or In Lieu of Services (ILOS) or Services: Pursuant to 42 CFR 438.3(e)(2), Community Supports (ILOS) are services or settings that are offered in place of services or settings covered under the California Medicaid State Plan and are medically appropriate, cost-effective alternatives to services or settings under the State Plan. Community Supports (ILOS) are optional for both PHC and the Member and must be approved by DHCS. DHCS already has pre-approved the list of Community Supports (ILOS) included under Exhibit A: DHCS-Approved Community Supports (ILOS) ("Pre-Approved Community Supports (ILOS)") services.

Community Supports (ILOS) Provider: a contracted provider of DHCS-approved Community Supports (ILOS). Community Supports (ILOS) Providers are entities with experience and/or training providing one or more of the Community Supports (ILOS) approved by DHCS.

Covered Member: any person entitled to receive Community Support Services through PHC assignment of membership to Subcontractor.

Delegated Entity: shall include a subcontractor or delegate who has entered into contract with PHC to perform services specifically related to fulfilling PHC's obligations to DHCS under the terms of the DHCS/Medi-Cal contract.

Enhanced Care Management (ECM): a whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high-need and/or high-cost Members through systematic coordination of services and comprehensive care management that is community-based, interdisciplinary, high-touch, and person centered. ECM is a Medi-Cal benefit.

ECM Subcontractor: A PHC-contracted subcontractor of ECM. ECM Subcontractors are community-based entities with experience and expertise providing intensive, in-person care management services to individuals. ECM Subcontractors may include, but are not limited to, the following entities: (i) counties; (ii) county behavioral health subcontractors; (iii) Primary Care Physician, Specialist, or physician groups; (iv) Federally Qualified Health Centers; (v) Community Health Centers; (vi) Community-based organizations; (vii) hospitals or hospital-based physician groups or clinics (including public hospitals and district and/or municipal public hospitals); (viii) Rural Health Clinics and/or Indian Health Services Programs; (ix) local health departments; (x) behavioral health entities; (xi) community mental health centers; (xii) substance use disorder treatment subcontractors; (xiii) organizations serving individuals experiencing homelessness; (xiv) organizations serving justice involved individuals; (xv) California Children Services Program subcontractors; and (xvi) other qualified subcontractors or entities not listed above, as approved by DHCS.

Model of Care (MOC): PHC's framework for providing ECM and Community Supports (ILOS), including its Policies and Procedures for partnering with ECM Providers and Community Supports (ILOS) Providers, as approved by DHCS.

Network Provider: means any provider or organization with whom Subcontractor contracts to provide Covered Services to Members under this Agreement. A Community Supports Provider is a Network Provider of Subcontractor by virtue of the Network Provider agreement.

Provider Manual or PHC Provider Manual: The Manual of Operational Policies and Procedures for PHC's Medi-Cal Managed Care Program.

Regulatory Agencies: The federal, State, county, and local government agencies and entities with regulatory or other authority over PHC, Subcontractor, and/or this Agreement. Regulatory Agency includes, but is not limited to, DHCS, Department of Managed Health Care ("DMHC"), State Auditor, United States Department of Health and Human Services ("DHHS") and its agents (the "Secretary"), DHHS Inspector General, CMS, Department of Justice ("DOJ"), and Comptroller General of the United States.

Subcontractor: An organization or person who has entered into a Subcontract with rPHC for the purpose of providing or facilitating the provision of items and/or services under this Agreement.

Urgent Community Supports (ILOS): Those Services which qualify for expedited Authorization under specific circumstances set forth in the MOC, such as, but not limited to, when a delay in the provision of Community Supports (ILOS) would be harmful to the Member or inconsistent with efficiency and cost-effectiveness. For example, recuperative care services for an individual who no longer requires hospitalization, but still needs to heal from an injury or illness, including behavioral health conditions, and whose condition would be exacerbated by an unstable living environment.

ARTICLE II - COMMUNITY SUPPORTS (ILOS) SUBCONTRACTOR REQUIREMENTS

2.1 Subcontractor shall ensure the provision of Covered Services consistent with the Delegation Agreement, Exhibit G and the following:

a. Requirements as set forth in Exhibit A, which are within Subcontractor's Provider Network, to Members in accordance with the terms and conditions of this Agreement.
b. The Network Provider's professional competence, with the same standards of care, skill, diligence and in the same economic and efficient manner as are generally accepted practices and standards prevailing in the professional community.
c. Enrolment into Medi-Cal, pursuant to relevant DHCS APLs including Provider Credentialing/Recredentialing and Screening/Enrollment APL 19-004 or future related written guidance as published by DHCS. If a pathway for enrollment is not available, conduct vetting of Network Provider's comparable to PHC's credentialing and vetting process, including compliance with requirements for individuals employed by or delivering Covered Services on behalf of Subcontractor.

2.2 Subcontractor shall ensure the delivery of contracted Community Supports (ILOS) in accordance with DHCS service definitions and requirements as set forth in this Agreement.

2.3 Subcontractor shall maintain staffing that allows for timely, high-quality administration of the Community Supports (ILOS) that it is contracted to provide as set forth in Exhibit A.

2.4 Subcontractor and its Network Providers shall participate in all mandatory, Community Supports (ILOS) Provider-focused Community Supports (ILOS) training and technical assistance provided by PHC, including in-person sessions, webinars, and/or calls, as necessary.

2.5 Subcontractor shall comply with PHC's Policies and Procedures, incorporated by reference herein.

2.6 Subcontractor shall ensure Network Provider:

a. Accept and act upon Member referrals from Subcontractor for PHC Authorized Community Supports (ILOS), unless Network Provider is at pre-determined capacity;
b. Conduct outreach to the referred Member for Authorized Community Supports (ILOS) as soon as possible, including by making best efforts to conduct initial outreach within 24 hours of assignment, if applicable;
c. Coordinate with other Participating Providers in the Member's care team, including ECM Providers, if applicable, other Community Support (ILOS) Providers, and PHC;
d. Comply with all applicable state, federal, and contractual cultural competency and linguistic requirements;
e. Comply with all applicable state, federal, and contractual non-discrimination requirements; and
f. Adhere to compliance requirements set forth in Applicable Requirements and in this Agreement as well as all Community Supports (ILOS) program requirements.

2.7 When federal and/or state law requires authorization for data sharing, Subcontractor and its Network Providers shall obtain and/or document such authorization from each assigned Member, including sharing of protected health information (PHI), and shall confirm it has obtained such authorization to PHC.

2.8 Member authorization for Community Supports (ILOS)-related data sharing is not required for Subcontractor or its Network Provider to initiate delivery of Community Supports (ILOS) unless such authorization is required by federal law. Subcontractor will be reimbursed only for Services that are Authorized by PHC. In the event of a Member requesting Services not yet Authorized by PHC, Subcontractor or its Network Provider shall send Prior Authorization request(s) to PHC,

2.9 If a Community Supports (ILOS) is discontinued for any reason, Subcontractor and its Network Providers shall support transition planning for the Member into other programs or services that meet the Member's needs.

2.10 Subcontractor and its Network Providers are encouraged to identify additional Community Supports (ILOS) the Member may benefit from and send any additional request(s) for Community Supports (ILOS) to PHC for Authorization.

2.11 **Member Eligibility.** Subcontractor shall require its Network Providers verify Medi-Cal Member eligibility with PHC prior to rendering Services. Prior Authorization from PHC is not a guarantee of Medi-Cal Member eligibility with PHC or eligibility in the State Medi-Cal Program. PHC will maintain (or arrange to have maintained) records and establish and adhere to procedures as will reasonably be required to accurately ascertain the number and identity of Medi-Cal Members.

2.12 **Prior Authorization.** Subcontractor shall require its Network Providers obtain referral and Prior Authorization when required before rendering Services to PHC Member.

2.13 **Accessibility and Hours of Services.** Subcontractor shall ensure the provision of Services to Medi-Cal Members are readily available and accessible in accordance with PHC policies and procedures as set forth in PHC's Provider Manual during normal business hours at Network Provider's usual place of business.

2.14 **Community Supports (ILOS) Subcontractor Affiliate.** In the event Subcontractor acquires or is acquired by, merges with or otherwise becomes affiliated with another Community Supports (ILOS) Subcontractor that is currently contracted with PHC, this Agreement, and the current agreement between PHC and the other Community Supports (ILOS) Subcontractor will each remain in effect and will continue to apply to each separate entity as they did prior to acquisition, merger or affiliation unless otherwise agreed to in writing by the parties.

2.15 **Plan Directories and Updates.** PHC shall be allowed to use the name of Subcontractor and its Network Providers, if any, in its provider listings or directories and in other materials and marketing literature of PHC, whether in paper or electronic form, without the prior consent of Subcontractor or its Network Provider, which listings and directories may be made accessible on PHC's website to the public, potential enrollees, Regulatory Agencies, and other providers, without any restrictions or limitations. To the extent required by Section 1367.27 of the Knox-Keene Health Care Service Plan Act of 1975, or by other Applicable Requirements, Subcontractor shall provide PHC information as and when reasonably requested by PHC, and no less frequently than every six (6) months, to update its provider directories. Subcontractor shall report to PHC any change to its network of Community Support Providers, including Provider name or entity name, address, telephone number, hours and days when Provider's service location(s) is/are open; the services and benefits available and whether the office/facility can accommodate Members with physical disabilities; Provider's cultural and linguistic capabilities, including whether non-English languages and American Sign Language are offered either by the Provider or a skilled medical interpreter at the Provider's facility; and availability to accept new Members, within thirty (30) days of any such change or within thirty (30) days of any request of PHC to provide updated Provider information, unless another time frame is mandated by Applicable Requirements or specified herein.

ARTICLE III - OBLIGATIONS OF PHC

3.1 **Community Supports (ILOS) Program**

a. PHC shall inform Members about Community Supports (ILOS) and how to access them.
b. PHC shall ensure accurate and up-to-date Member-level records are maintained for the Covered Members Authorized for Community Supports (ILOS).
c. PHC shall notify Subcontractor when Community Supports (ILOS) has been discontinued.

3.2 **Authorization of Community Supports (ILOS).** PHC shall ensure Community Supports (ILOS) and Urgent Community Supports (ILOS) Authorization or a decision not to Authorize occurs as soon as possible and in accordance with Applicable Requirements and the Provider Manual.

3.3 **Assignment to a Community Supports (ILOS) Subcontractor.** PHC shall ensure communication of the assignment of a Member to Subcontractor as soon as possible following Community Supports (ILOS) Authorization. PHC shall follow Member's preferences for a specific Community Supports (ILOS) Provider, if known, to the extent practicable.

ARTICLE IV - PAYMENT FOR COMMUNITY SUPPORTS (ILOS)

4.1 Subcontractor shall record, generate, and send a claim or invoice to PHC for Community Supports (ILOS) rendered.

a. If Subcontractor submits claims, Subcontractor shall submit claims to PHC using specifications based on national standards and code sets to be defined by DHCS.
b. In the event Subcontractor is unable to submit claims to PHC for Community Supports (ILOS) using specifications based on national standards or DHCS-defined standard specifications and code sets, Subcontractor shall submit invoices with an excel spreadsheet with the minimum necessary data elements defined by DHCS, or as defined in PHC Policy which includes information about the Member, the Community Supports (ILOS) rendered, and Subcontractor's information to support appropriate reimbursement by PHC that will allow PHC to convert Community Supports (ILOS) invoice information into DHCS-defined standard specifications and code sets for submission to DHCS.

c. Subcontractor will submit complete, timely, reasonable, and accurate claims or invoices, subcontractor data, encounter data and reports according to all regulatory requirements for all Services rendered to Medi-Cal Members as described in PHC's Subcontractor Manual.
d. All claims or invoices for reimbursement of Services must be submitted to PHC as soon as possible, but no later than within three hundred and sixty-five (365) days from the date of Services. Claims or invoices received on the 366th day form the date of service will be denied. PHC will make no exceptions or pro-rated payments beyond the twelve (12) month billing limit.

4.2 Subcontractor shall not receive payment from PHC for the provision of any Community Supports (ILOS) not authorized by PHC.

4.3 Subcontractor must have a system in place to accept payment from PHC for Community Supports (ILOS) rendered.
a. PHC shall pay 90 percent of all clean claims and invoices within 30 days of receipt and 99 percent of clean claims and invoices within 90 days of receipt. The date of receipt shall be the date PHC receives the claim, as indicated by its date stamp on the claim. The date of payment shall be the date on the check or other form of payment.
b. PHC may provide expedited payments for Urgent Community Supports (ILOS) at PHC's discretion, and pursuant to its Medi-Cal Contract with DHCS and any other related DHCS guidance.

4.4 **Overpayments or Recoupments.** Subcontractor will report all overpayments to PHC within sixty (60) days of becoming aware of an overpayment from PHC. Subcontractor will repay all overpayments within sixty (60) days of reporting such overpayment to PHC or within sixty (60) days of receipt of a written or electronic notice from PHC of an overpayment. Pursuant to 42 CFR Section 438.608 (d) PHC is required to report overpayments to DHCS annually. Overpayment is any payment made to Subcontractor by PHC to which Subcontractor is not entitled under Title XIX of the Social Security Act. Subcontractor acknowledges and agrees that, in the event that PHC determines that an amount has been overpaid or paid in duplicate, or that funds were paid which were not due under this Agreement, PHC shall have the right to recover such uncontested amounts from Subcontractor. If payment of uncontested recoupment is not received by PHC within sixty (60) days from PHC's mailing notice, PHC reserves the right to recoupment or offset from current or future amounts due from PHC to Subcontractor.

4.5 **Entire Payment.** Subcontractor will accept from PHC compensation as payment in full and discharge of PHC's financial liability. Services provided to Medi-Cal Members by Subcontractor's Network Provider will be reimbursed to Subcontractor as listed hereunder in those amounts set forth in Exhibit B to this Agreement and in accordance with PHC's Provider Manual and policies and procedures. Subcontractor will look only to PHC for such compensation. PHC has the sole authority to determine reimbursement policies and methodology of reimbursement under this Agreement, which includes reduction of reimbursement rates if rates from the State to PHC are reduced by DHCS.

ARTICLE V - DATA SYSTEM REQUIREMENTS AND DATA SHARING TO SUPPORT COMMUNITY SUPPORTS (ILOS)

5.1 As part of the referral process, PHC will ensure Subcontractor has access to:

a. Demographic and administrative information confirming the referred Member's eligibility for the requested service;
b. Appropriate administrative, clinical, and social service information Subcontractor might need in order to effectively provide the requested service; and
c. Billing information necessary to support Subcontractor's ability to submit invoices to PHC.

5.2 PHC shall comply with all State and federal reporting requirements.

5.3 PHC shall use defined federal and State standards, specifications, code sets, and terminologies when sharing physical, behavioral, social, and administrative data with Subcontractor and with DHCS, to the extent practicable.

5.4 PHC shall use systems and processes capable of tracking Community Supports (ILOS) referrals, access to Community Supports (ILOS), and grievances and appeals to PHC.

5.5 PHC will support Subcontractor access to systems and processes allowing them to track and manage referrals for Community Supports (ILOS) and Member information.

ARTICLE VI - MEMBER HOLD HARMLESS

6.1 Subcontractor and its Network Providers agree and shall ensure to hold harmless the Member in the event PHC cannot or will not pay for Services performed pursuant to the terms of the Agreement.

6.2 Subcontractor and its Network Providers will not bill Members for Community Supports (ILOS). Pursuant to WIC §14019.4, a provider of health care services who obtains a label or copy from the Medi-Cal card or other proof of eligibility shall not seek reimbursement nor attempt to obtain payment for the cost of those health care services from the eligible applicant or recipient.

6.3 The terms of this Article VI shall survive the termination of this Agreement.

ARTICLE VII - QUALITY AND OVERSIGHT

7.1 Subcontractor acknowledges PHC will conduct oversight of its administration of Community Supports (ILOS) to ensure the quality of Services rendered and ongoing compliance with all legal and contractual obligations both PHC and the Subcontractor and its Network Providers have, including but not limited to, required reporting, audits, and corrective actions, among other oversight activities.

7.2 Subcontractor shall respond to all PHC requests for information and documentation to permit ongoing monitoring of Community Supports (ILOS).

7.3 Subcontractor shall be responsible for the same reporting requirements as those PHC must report to DHCS, including Encounter Data and other supplemental reporting, as applicable.

7.4 Failure of Subcontractor to follow PHC's Policies and Procedures, reporting requirements, sub contractual requirements, or Applicable Requirements, may result, at PHC's option, in a corrective action plan or any sanctions incorporated in the PHC Provider Manual or as set forth in Section 12.6.

7.5 Subcontractor acknowledges that PHC shall have the right to immediately withdraw Members from assignment to Subcontractor or its Network Providers in the event the health or safety of Members is jeopardized by the actions of Subcontractor or its Network Providers or by reason of Subcontractor's failure to provide Services in accordance with PHC's utilization management.

ARTICLE VIII - INDEPENDENT CONTRACTOR

8.1 It is understood and agreed that in the performance of the services in this Agreement, Subcontractor is acting as an independent contractor and not as an agent or employee of, or partner, joint venture, or in any other relationship with PHC. Subcontractor agrees that its staff are not and will not become employees, agents, or principals of PHC while this Agreement is in effect. Subcontractor agrees that its staff are not entitled to the rights or benefits afforded to PHC employees, including disability or unemployment, worker's compensation, medical insurance, sick leave, or any other employment benefit. Subcontractor is responsible for providing its staff with disability or unemployment, worker's compensation, training, permits, certifications, and licenses for itself and staff.

8.2 Subcontractor acknowledges that no income, social security, or other taxes will be withheld or accrued by PHC. Subcontractor is responsible for filing and payment when due of all income taxes including estimated taxes, incurred as a result of the compensation paid by PHC for Services under this Agreement. On request, Subcontractor will provide PHC with proof of timely payment of taxes. Subcontractor agrees to indemnify PHC for any claims, cost losses, fees, penalties, interest or damages suffered by Subcontractor resulting from Subcontractor's failure to comply with this provision.

ARTICLE IX - CONFIDENTIALITY

9.1 As used in this Agreement, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all SOWs under this Agreement), business and marketing plans, technology and technical information, product designs, and business processes, including information concerning or obtained from patients, customers, Community Supports (ILOS) Providers and other third Parties. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party may not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission and the Receiving Party must restrict access to such Confidential Information to personnel within its organization other than employees who need such access in order to perform obligations contemplated under this Agreement. The Receiving Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event will either Party exercise less than reasonable care in protecting the Confidential Information.

9.2 Subcontractor shall abide by confidentiality policies and professional ethics concerning patient medical information, including the privacy and security laws and regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), California Confidentiality of Medical Information Act (CMIA).

9.3 With respect to any identifiable information concerning a Medi-Cal Member under this Agreement that is obtained by Subcontractor: Subcontractor (1) will not use any such information for any purpose other than carrying out the express terms of the Agreement, (2) will promptly transmit to PHC all requests for disclosure of such information, (3) will not disclose except as otherwise specifically permitted by the Agreement, any such information to any party other than DHCS without prior written authorization from PHC specifying that the information is releasable under Title 42, CFR, Section 431.300 et. seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder, and (4) will, at the expiration or termination of the Agreement, return all such information to PHC or maintain such information according to written procedures of PHC.

9.4 Subcontractor will not disclose the payment provisions of this Agreement except as may be required by law.

ARTICLE X - INDEMNIFICATION AND INSURANCE

10.1 Subcontractor accepts all responsibility for loss or damage to any person or entity, and to indemnify, hold harmless and defend PHC, its agents and employees from and against any and all actions, claims, damages, disabilities or expenses including attorneys' fees, experts' fees, and witness costs that may be asserted by any person or entity, arising out of or in connection with the activities of Subcontractor, its Network Providers or employees provided for herein, but excluding any and all actions, claims, damages, liabilities or expenses due to the sole negligence or willful misconduct of PHC. This indemnification obligation is not limited in any way by any limitation of the amount or type of damages, or compensation payable by or for Subcontractor or its Subcontractors under workers' compensation acts, disability benefits acts, or other employee benefit acts.

10.2 Subcontractor will maintain worker's compensation insurance in the amount required by law, comprehensive general liability insurance with coverage in the amount of $1,000,000 each occurrence and $2,000,000 in general aggregate, and professional liability coverage in the amount of $1,000,000 per each occurrence and $2,000,000 in general aggregate. PHC must be listed as an additional insured with a waiver of subrogation in favor of PHC. Subcontractor acknowledges that specific projects may require they obtain additional insurance. Subcontractor shall provide details about the additional insurance on the applicable Statement of Work, if necessary. Subcontractor shall notify PHC at least 30 days in advance of any insurance cancellations. Upon request, Subcontractor shall provide PHC with a certificate of insurance evidencing required coverage. These indemnification provisions are independent of and may not in any way be limited by the Insurance requirements of this Agreement. PHC's approval of the insurance required by this Agreement does not in any way relieve the Subcontractor from liability under this section.

ARTICLE XI - TERM, TERMINATION, AND AMENDMENT

11.1 **TERM.** The term of this Agreement begins on the Effective Date and will continue in effect for a period of one (1) year (the "Initial Term"); provided, however, Subcontractor shall not provide Services hereunder until Subcontractor has satisfactorily completed the PHC subcontractor evaluation process. This Agreement is subject to DHCS approval and this Agreement will become effective only upon approval by DHCS in writing, or by operation of law where DHCS has acknowledged receipt of the Agreement, and has failed to approve or disapprove the proposed Agreement within sixty (60) calendar days of receipt.

11.2 **TERMINATION WITH CAUSE.** In the event of a material breach by either Party, other than those material breaches set forth in Section 11.2, Immediate Termination by PHC, the non-breaching Party, may terminate this Agreement by providing thirty (30) days written notice of the material breach of this Agreement to the breaching Party setting forth the reasons for such termination, provided, however, that if the breaching Party cures such breach during the thirty (30) day period, then this Agreement will not be terminated because of such breach unless the breach is not subject to cure.

11.3 **TERMINATION WITHOUT CAUSE.** This Agreement may be terminated by either Party, without cause, by providing ninety (90) days written notice of their intent to terminate and/or renegotiate this Agreement. Termination of this Agreement by either Party will not act as a waiver of any breach of this Agreement and will not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement.

11.4 **AMENDMENT.** Except as may otherwise specified in this Agreement and its exhibits, the Agreement may be amended only by both Parties agreeing to the amendment in writing, and must be executed by a duly authorized person of each Party. PHC will inform Subcontractor of new requirements added by DHCS that apply to its agreement with DHCS before the requirements become effective and Subcontractor agrees to comply with the new requirements within thirty (30) days of the new requirements effective date, unless otherwise instructed by DHCS. This Agreement may also be amended by PHC upon thirty (30) days written notice to Subcontractor.

a. Amendments to this Agreement will be submitted to DHCS for prior approval at least thirty (30) calendar days before the effective date of any proposed changes governing compensation, service or term, as set forth in the Medi-Cal Contract. Proposed changes that are neither approved nor disapproved by DHCS shall be deemed approved by DHCS by operation of law thirty (30) calendar days after DHCS has acknowledged receipt or upon the date specified in the Agreement amendment, whichever is later.

b. In the event a change in law, regulation or the Medi-Cal Contract requires an amendment to this Agreement, Subcontractor's refusal to accept such amendment will constitute reasonable cause for PHC to terminate this Agreement pursuant to the termination provisions hereof.

11.5 **SURVIVAL OF TERMS.** Termination of this Agreement will not affect any right or obligations hereunder which will have been previously accrued, or will thereafter arise with respect to any occurrence prior to termination. Such rights and obligations will continue to be governed by the terms of this Agreement. Any provisions of this Agreement which by nature, extend beyond the expiration, or termination of this Agreement, and those provisions that are expressly stated to survive termination, will survive the termination of this Agreement, and will remain in effect until all such obligations are satisfied. The following obligations of Subcontractor will survive the termination of this Agreement regardless of the cause giving rise to termination and will be construed for the benefit of the Medi-Cal Member: Section 4.4 Overpayments or Recoupments; Article VI Member Hold Harmless; Article X Indemnification and Insurance; Section 11.6 Continuity of Care Following Termination; and Section 12.2 Access to Records.

11.6 **CONTINUITY OF CARE FOLLOWING TERMINATION.** Subcontractor agrees to assist PHC in the orderly transfer of Medi-Cal Members to another Community Supports (ILOS) Provider of their choice or to whom they are referred. Furthermore, Subcontractor shall assist PHC in the transfer of care as set forth in the Provider Manual, in accordance with the Phase-out Requirements set forth in the Medi-Cal Contract. Should this Agreement be terminated, Subcontractor will, at PHC's option, continue to administer Services to Medi-Cal Members who are assigned to Subcontractor at the time of termination until the Services being rendered to the Medi-Cal Members by Subcontractor's Network Provider are completed, unless PHC has made appropriate provisions for the assumption of such services by another Community Supports (ILOS) Provider. Subcontractor

agrees to accept payment at the contract rate in place at the time of termination which shall apply for up to six months following termination of the Agreement, and agrees to adhere to PHC policies and procedures.

11.7 **TERMINATION NOT AN EXCLUSIVE REMEDY.** Any termination by either Party is not meant as an exclusive remedy and such terminating Party may seek whatever action in law or equity as may be necessary to enforce its rights under this Agreement.

ARTICLE XII - OTHER PROVISIONS

12.1 **NON-EXCLUSIVITY.** Nothing in this Agreement shall prohibit PHC from seeking similar services from other companies, including signing an agreement with another similar company that would be considered competition. Subcontractor agrees this will not be a conflict of interest.

12.2 **ACCESS TO RECORDS.** Subcontractor shall permit PHC, any of PHC's duly authorized representatives, and Regulatory Agencies, including DHCS, the Department of Health Services, CMS, Department of Health and Human Services (DHHS), DMHC, or their designee to examine and audit all directly permitted books, documents, papers, records, computer, and other electronic systems of Subcontractor involving transactions related to the Services outlined and included in this Agreement for the purpose of making audits, evaluations, examinations, excerpts and transcripts. Subcontractor shall maintain records for a period of ten (10) years after final payment. PHC shall give Subcontractor thirty (30) days written notice of such request(s) unless a shorter timeframe is required for access by a Regulatory Agency. Subcontractor agrees to timely gather, preserve, and provide to DHCS, any records in Subcontractor's possession, in accordance with the Medi-Cal Managed Care contract's requirements for records related to litigation. Subcontractor agrees that it will maintain and make available to Regulatory Agencies, upon request, copies of all Subcontracts directly applicable to this Agreement.

12.3 **NON-DISCRIMINATION.**

a. **Medi-Cal Members.** Subcontractor will not and shall prohibit its Network Provider's from discrimination in the provision of Services to Members, except as limited or required by other provisions of this Agreement or by other limitations inherent in the operational considerations of the Medi-Cal Managed Care Program. Subject to the foregoing, Subcontractor will not subject Members to discrimination on the basis of race, color, creed, religion, language, ancestry, marital status, sexual orientation, sexual preference, national origin, ethnic group identification, age, sex, gender, gender identity, political affiliation, health status, physical or mental disability, medical condition (including cancer), pregnancy, childbirth or related medical conditions, veteran's status, income, source of payment, status as a Member of PHC, filing a complaint as a Member of PHC, identification with any other persons or groups defined in Penal Code 422.56, or other protected status, in accordance with Title VI of the Civil Rights Act of 1964, 42 United States Code (USC), Section 2000(d), section 1557 of the Patient Protection and Affordable Care Act, and all rules and regulations promulgated pursuant thereto, and all other laws regarding privacy and confidentiality, rules and regulations promulgated pursuant thereto, or as otherwise provided by Applicable Requirements. Discrimination will include but is not limited to: denying any Member any Services or availability of a Facility; providing to a Member any Services which is different, or is provided in a different manner or as a different time from that provided to other Members under this Agreement except where medically indicated; subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Service; restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving Services; treating a Member differently from others in determining whether he or she satisfied any admission, enrollment, quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any Service; and the assignment of times or places for the provision of Services on the basis of a protected status.

i. For the purpose of this Section 12.3, health status includes the carrying of a gene, which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genes include, but are not limited to, Tay-Sachs trait, sickle-cell trait, Thalassemia trait, and X-linked hemophilia.

b. **Employees or applicants for employment.** Subcontractor and its Network Providers will not unlawfully discriminate or harass against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, ethnic group identification, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, use of family care leave, identification with any other persons or groups defined in Penal Code 422.56, or other protected status , and any other characteristics covered under state and federal law. Subcontractor and Network Provides will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in CCR, Title 2, Division 4, Chapter 5 are incorporated into this Agreement by reference and made a part hereof as set forth in full. Subcontractor will give notice of Subcontractor's obligations under this Section to labor organizations with which Subcontractor has a collective bargaining or other agreement.

12.4 **NOTICES**. Notices to the Parties in connection with the provisions of this Agreement shall be given either by electronic mail, fax, or by regular mail or overnight courier addressed as follows:

Elizabeth Gibboney, CEO
Partnership HealthPlan of California
4665 Business Center Drive
Fairfield, CA 94534

Jennifer Palmer
Napa County
2751 Napa Valley Corporate Dr. Bldg B Ste.
206-09
Napa, CA 94558

12.5 **COMPLIANCE WITH LAW.** PHC with good cause, may impose and enforce administrative and/or financial sanctions, corrective action, and/or penalties against Subcontractor due to non-compliance or failure to comply with applicable federal or state statutes, regulations, rules, contractual obligations, and as applicable, PHC policies and procedures as solely determined by PHC.

12.6 **CORRECTIVE ACTION AND NOTIFICATION OF SANCTIONS.** PHC will provide written notice outlining the specific reasons, in PHC's determination, Subcontractor is in non-compliance of this Agreement. Required actions for Subcontractor to cure the breach through corrective action will be set forth in the written notice. In the event Subcontractor fails to cure those specific claims set forth by PHC within twenty (20) days of the receipt of the notice, PHC reserves the right to impose an administrative and/or financial sanctions and/or penalties against Subcontractor up to and including termination of the Agreement immediately upon notice to Subcontractor. PHC shall notify the affected in writing twenty (20) days prior to the implementation date of any administrative sanction and thirty (30) days prior to the implementation date of any financial sanction. Such notice shall include:

a. Effective date;
b. Detailed findings of non-compliance;
c. Reference to the applicable statutory, regulatory, contractual, PHC policy and procedures, or other requirements that are the basis of the findings;
d. Detailed information describing the sanction(s);
e. Timeframes by which the organization or individual shall be required to achieve compliance, as applicable;
f. Indication that PHC may impose additional sanctions if compliance is not achieved in the manner and time frame specified;

g. Notice shall include their right to file a complaint (grievance) in accordance with PHC policy and procedure MPPRGR210 Provider Grievance; and

12.7 **FEDERAL AND STATE PROGRAM ELIGIBILITY.** Subcontractor, to the best of its knowledge represents that neither it nor any of its employees have been or currently are under investigation for any violations of the various provisions or laws governing Medicare, Medicaid, any federally funded health care benefit program and/or any private health care benefit program which could lead to exclusion from such programs; and neither it nor any of its employees or agents has ever (1) been convicted of; (a) any offense related to the delivery of an item or service under Medicare, Medicaid, any private health care benefit program or any federally funded program; (b) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service; (c) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service; (d) obstructing an investigation of any crime referred to in (a), (b), or (c) above; or (e) unlawful manufacture, distribution, prescription or dispensing of a controlled substance; (2) been required to pay any civil monetary penalty regarding false, fraudulent or impermissible claims under, or payment to induce a reduction or limitation of health care services to beneficiaries of, any state, federal or private health care benefit program or any other federally funded program.

12.8 **FRAUD, WASTE, and ABUSE.** Subcontractor shall implement and maintain policies and procedures designed to detect and prevent fraud, waste, and abuse as outlined in 42 CFR 438.608. Subcontractor is responsible for reporting all cases of suspected fraud, waste, and abuse, as defined in 42 CFR Section 455.2 where there is reason to believe that an incident of fraud and/or abuse has occurred by Medi-Cal Members or by Network Providers. Subcontractor shall report cases of suspected or confirmed fraud, waste, or abuse to PHC immediately upon discovery, but no later than ten (10) days. Subcontractor agrees to cooperate with any investigations under this section and provide DHCS and/or PHC any documentation, reports or records deemed relevant to the investigation within seven (7) calendar days from the date of request.

12.9 **WAIVER/ESTOPPEL.** Nothing in this Agreement is considered to be waived by any Party, unless the Party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching Party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either Party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

12.10 **FORCE MAJEURE.** Each Party will take commercially reasonable steps to prevent and recover from disruptive events that are beyond its control and represents that it has backup systems in place in case of emergencies or natural disasters. If either Party is wholly or in part, unable to perform any or part of its duties or functions under this Agreement because an act of war, riot, terrorist action, weather-related disaster, earthquake, public health emergency, governmental action, unavailability or breakdown of equipment, or other industrial disturbance which is beyond the reasonable control of the Party obligated to perform and which by the exercise of reasonable diligence such Party is unable to prevent (each a "Force Majeure Event"), then, and only upon giving the other Party notice by telephone, facsimile, e-mail, or in writing within a reasonable time frame and in reasonably full detail of the Force Majeure Event, such Party's duties or functions will be suspended during such inability; provided, however, that in the event that a Force Majeure Event delays such Party's performance more than thirty (30) days following the date on which notice was given to the other Party of the Force Majeure Event, the other Party may terminate this Agreement. Neither Party will be liable to the other for any damages caused or occasioned by a Force Majeure Event. Government actions resulting from matters that are subject to the control of the Party will not be deemed Force Majeure Events.

12.11 **ASSIGNMENT AND DELEGATION.** Subcontractor shall not assign, sublet, or transfer any interest in or duty under this Agreement without written consent of PHC and DHCS, and no assignment shall be of any force

or effect whatsoever unless and until PHC shall have so consented in writing. Subcontractor agrees that the assignment or delegation of this Agreement shall void unless prior written approval is obtained by DHCS. Subcontractor shall make sure those employees properly perform their responsibilities under this Agreement.

12.12 **DISPUTES RESOLUTION.**

a. In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arise between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute.

b. Any dispute or controversy arising under or in connection with this Agreement, or the breach thereof, or the commercial or economic relationship of the Parties hereto unresolved by the mechanisms above shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award will be rendered by the arbitrator, and may be entered in any court having jurisdiction thereof. The arbitration will be governed by the U.S. Arbitration Act 9 U.S.C. 33 1-16, to the exclusion of any provisions of state law inconsistent therewith or which would produce a different result. The arbitration is to take place in Solano County and by a single arbitrator knowledgeable in health care administration. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure Sections 1286.2 or 1286.6 for such error. The arbitrator(s) shall have the power to grant all legal and equitable remedies available under California law, including but not limited to, preliminary and permanent private injunctions, specific performance, reformation, cancellation, accounting and compensatory damages; provided, however, that the arbitrator(s) shall not be empowered to award punitive damages, penalties, forfeitures or attorney's fees. Each party shall be responsible for their own attorney fees. The party against whom the award is rendered will pay any monetary award and/or comply with any other order of the arbitrator within sixty (60) days of the entry of judgment on the award, or take an appeal pursuant to the provisions of the California Civil Code. All disputes are subject to the provisions of the California Government Claims Act (Government Code § 905 et seq.).

12.13 **GOVERNING LAWS.** This Agreement shall be governed by and construed in accordance with all laws and regulations applicable to PHC, and the contractual obligations of PHC with DHCS. Each party represents and warrants that it is currently, and for the duration of this Agreement will remain in compliance with all applicable local, State and federal laws and regulations. The validity, construction, interpretation and enforcement of this Agreement will be governed by the laws of the State of California, the United States of America, and the contractual obligations of PHC. PHC and Subcontractor agree to comply with all Applicable Requirements of DHCS and the Medi-Cal Managed Care Program.

12.14 **ENTIRE AGREEMENT.** This Agreement and its attachments, constitutes the entire agreement between the Parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the Parties relating to the subject matter of this Agreement.

12.15 **SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

12.16 **COUNTERPARTS.** This Agreement may be executed by electronic signature or in one or more counterparts, each of which will be deemed an original, but all of which, together, shall constitutes one agreement.

IN WITNESS THEREOF, the Parties have caused their duly authorized representatives to execute this Agreement.

PARTNERSHIP HEALTHPLAN OF CALIFORNIA "PHC"	**NAPA COUNTY**
By: _____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date:_____

Approved as to Form
Napa County Counsel
By: S. Darbinian
Deputy

EXHIBIT A – DHCS PRE-APPROVED COMMUNITY SUPPORTS (ILOS)

Pursuant to the terms of this Agreement, Subcontractor shall provide the following DHCS Pre-Approved Community Supports (ILOS) to Members:

a. Housing Transition Navigation Services
b. Housing Deposits
c. Housing Tenancy and Sustaining Services

EXHIBIT B – COMMUNITY SUPPORTS (ILOS) FEE SCHEDULE

NAPA COUNTY
EFFECTIVE DATE: January 1, 2022

COMMUNITY SUPPORTS (ILOS) SERVICES

Community Supports (ILOS) services will be reimbursed on a Fee-For-Service (FFS) basis in accordance with the approved Treatment Authorization Request (TAR) on file.

Service	Rate	Frequency
Housing Transition/Navigation Services	$449.00	Monthly
Housing Deposits	Up to $5000 (as Authorized)	Once Per Lifetime
Housing Tenancy and Sustaining Services	$237.50	Monthly Per Service

Refer to the Network Provider Manual for additional billing criteria at www.Partnershiphp.org

EXHIBIT C – DATA SHARING AGREEMENT

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, Napa County is an entity with experience and/or training providing one or more of the Community Supports (ILOS) approved by DHCS to the residents of Napa.

FURTHERMORE, Napa County is a Subcontractor in good standing with PHC.

WHEREAS, both Parties desire to implement and participate in a two-way Data Sharing Agreement ("Agreement") to act as both a Data Provider and a Data Recipient in that each has agreed to provide and obtain patient data (Medi-Cal data file(s)) through a direct exchange with the focus on treatment purposes for identified Members.

WHEREAS, to ensure the integrity, security, and confidentiality of such data and to permit only appropriate disclosure and use as may be permitted by law, PHC and Napa County (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 Napa County and is January 1, 2022.

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 C-1 and C-2 to be shared, shall not be valid unless issued in writing by 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

Napa County
Name of Custodian of Files Title/Component Jon Gjestvang, Chief Information Officer
Company Address 650 Imperial Way
City/State/Zip Napa, CA 94558
Phone Number/Email Address 707-253-4066, jon.gjestvang@countyofnapa.org

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

Napa County
Name of Designated Individual and Title Jennifer Palmer, Director of Housing & Homeless Services
Direct Phone Line 707-299-1975
Direct Email Address Jennifer.Palmer@countyofnapa.org

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

   Exhibit C-1 – (Inbound Data)

   Exhibit C-2 – (Outbound Data)

   This Agreement will terminate on, whichever occurs first, December 31, 2022 or on the date PHC terminates the Community Supports Master Services Agreement, or Delegation Agreement with Napa County, or when the Parties agree the data sharing is no longer needed as part of continuing healthcare operations, as set forth in this Exhibit C.

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 C 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 subcontractor, 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 subcontractors 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 C-1 and Exhibit C-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 D 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 D, Business Associate 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 Napa County to monitor compliance with this Agreement. Napa County 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, Napa County facilities, systems and procedures does not relieve Napa County of their responsibility to comply with this Agreement.

14. From time to time, Napa County 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 Napa County Privacy Officer in writing. The fact that Napa County 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 D 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 D. 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 Napa County 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"	**NAPA COUNTY**
By: _____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date:_____

Approved as to Form
Napa County Counsel
By: S. Darbinian
Deputy

EXHIBIT C-1 – REQUEST FOR CLINICAL DATA (INBOUND)

Partnership HealthPlan of California (PHC) Request for Clinical Data (Inbound)
Project Background and Scope

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 subcontractors 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 clinical data is to receive and store all clinical data in a central data repository 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.

Scope

The scope of PHC's request for Clinical Data includes the following list of data types as applicable to services rendered by Napa County to PHC members. Napa County will send the data to PHC in the formats and methods mutually agreed upon.

Req#	Type of Data

1	• **Provider Information**
	  ○ Name
	  ○ Address
	  ○ Phone Number
	  ○ Fax Number
	  ○ NPI
	• **Member Information**
	  ○ CIN (State Identification Number)
	  ○ Member ID (Partnership Identification Number)
	  ○ Member First Name
	  ○ Member Last Name
	  ○ Member DOB
	  ○ Member Sex
	  ○ Member Address
	  ○ Member Phone Number
	  ○ Member Authorized Representative (if any – Name and Address)

	• **Member Diagnosis Information**
	  ○ Member Diagnosis Description
	  ○ Medical Justification
	  ○ Current ICD-CM Code

2	• **Service Request Information**
	  ○ Specific Services Requested
	  ○ Units of Service
	  ○ NDC/UPC or Procedure Code
	  ○ Quantity
	  ○ Charges

EXHIBIT C-2 – REQUEST FOR PATIENT DATA (OUTBOUND)

Background and Purpose

The Patient Level Utilization Data in Medi-Cal requested from PHC provides value to capitated PCPs in the following ways:

- Supports PCP participation in Complex Care Management programs and allows for better program planning related to infrastructure and staffing.
- Permits PCPs to target particular target populations for intervention.
- Allows PCPs to have a more complete medical record for patients which will lead to better diagnosis/coding for complexity and ultimately better care/treatment
- Enables more sophisticated program evaluation
- Promotes system level coordinated care across the health system
- All inpatient data will come from claims, no authorizations will be included since the implementation of EDIE will be coming shortly.

REQ #	Type of Data	Examples	Comments

1	Member Information	**Will contain the following elements:**
		• Member Information
		  ○ CIN (State Identification Number)
		  ○ Member ID # (Partnership Identification Number)
		  ○ Member First Name
		  ○ Member Last Name
		  ○ Date of Birth
		  ○ Sex
		  ○ Member Address
		  ○ Member Phone Number	

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA"), effective as of January 1, 2022 ("Effective Date") is entered into by and between PARTNERSHIP HEALTHPLAN OF CALIFORNIA (the "Plan" or "Covered Entity") and NAPA COUNTY ("Business Associate"). PARTNERSHIP HEALTHPLAN OF CALIFORNIA and NAPA COUNTY may be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the Parties have entered into a Community Supports Master Services Agreement effective January 1, 2022 ("Agreement") which may require Business Associate's use or disclosure of protected health information ("PHI") in performance of the services described in the Agreement on behalf of the Plan.

WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and any regulations promulgated thereunder (collectively the "HIPAA Rules").

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

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

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

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

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

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

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

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

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

3.3 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Plan. Business Associate shall comply with the applicable standards at Subpart C of 45 CFR Part 164;

3.4 Promptly report to the Plan any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including, but not limited to, Breaches or suspected Breaches of unsecured PHI under 45 CFR 164.410, and any Security Incident or suspected Security Incidents of which it becomes aware. Business Associate shall report the improper or unauthorized use or disclosure of PHI within 24 hours to the Plan. Business Associate shall take all reasonable steps to mitigate any harmful effects of such Breach or Security Incident. Business Associate shall indemnify the Customer against any losses, damages, expenses or other liabilities including reasonable attorney's fees incurred as a result of Business Associate's or its agent's or Subcontractors unauthorized use or disclosure of PHI including, but not limited to, the costs of notifying individuals affected by a Breach;

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

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

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

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

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

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

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

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

3.13 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

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

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

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

4.4 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Plan's minimum necessary policies and procedures.

4.5 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan except for the specific uses and disclosures set forth below.

4.6 Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

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

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

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

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

7. TERM AND TERMINATION

7.1 Term. The Term of this BAA shall be effective as of January 1, 2022 and shall terminate on the expiration date of the Agreement or on the date the Plan terminates for cause as authorized in Paragraph 7.2 below, whichever is sooner.

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

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

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

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

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

7.3.2 Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the Business Associate still maintains in any form;

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

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

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

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

8. MISCELLANEOUS

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

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

8.3 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

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

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

Acknowledged and agreed:

PARTNERSHIP HEALTHPLAN OF CALIFORNIA "PHC"	**NAPA COUNTY**
By: _____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date:_____

Approved as to Form
Napa County Counsel
By: S. Darbinian
Deputy

EXHIBIT E – DHCS REGULATORY REQUIREMENTS

This Exhibit sets forth the applicable requirements that are required by DHCS APL 19-001 ("APL 19-001") and the Medi-Cal Contract to be included in this Agreement and any other provisions necessary to reflect compliance with law. Any citations in this Exhibit are to the applicable sections of the Medi-Cal Contract, APL 19-001, or applicable law. This Exhibit will automatically be modified to conform to subsequent changes in law or government program requirements. In the event of a conflict between this Exhibit and any other provision of the Agreement, this Exhibit will control with respect to Medi-Cal. Any capitalized term utilized in this Exhibit will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this Exhibit. If a capitalized term used in this Exhibit is not defined in the Agreement or this Exhibit, it will have the same meaning ascribed to it in the Medi-Cal Contract.

1. In the event and to the extent Subcontractor is at risk for non-contracting emergency services, Subcontractor shall comply with the Medi-Cal Contract requirements with respect to Contracting & Non-Contracting Emergency Service Providers & Post-Stabilization. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.5; APL 19-001, Attachment A, 5.)

2. Subcontractor shall provide PHC, within the time requested by PHC, with all such reports and information as PHC may require to allow it to meet the reporting requirements under the Medi-Cal Managed Care Contract or any Applicable Requirements. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.6; 22 CCR 53250(c)(5); APL 19-001, Attachment A, 6.)

3. Subcontractor shall comply with all monitoring required in PHC's contract with DHCS and any monitoring requests by DHCS. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.7; APL 19-001, Attachment A 7.)

4. Subcontractor agrees to make all of its premises, facilities, equipment, books, records, contracts, computer, and other electronic systems pertaining to the goods and services furnished under the terms of the Agreement, available for the purpose of an audit, inspection, evaluation, examination or copying: (a) By PHC, DHCS, CMS, Department of Health and Human Services (DHHS) Inspector General, the Comptroller General, Department of Justice (DOJ), DMHC, or their designees; (b) At all reasonable times at the Subcontractors place of business or at such other mutually agreeable location in California; (c) In a form maintained in accordance with the general standards applicable to such book or record keeping; (d) For a term of at least 10 years from final date of the Agreement period or from the date of completion of any audit, whichever is later; (e) Including all Encounter Data for a period of at least 10 years; (f) If DHCS, CMS, or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the Subcontractors at any time; (g) Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate the Subcontractor from participation in the Medi-Cal program; seek recovery of payments made to the Community Supports (ILOS) Subcontractor; impose other sanctions provided under the State Plan, and direct PHC to terminate the Agreement due to fraud. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.8; 22 CCR 53250(e)(1); 42 CFR 438.3(a); APL 19-001, Attachment A, 8.)

5. Subcontractor agrees that it will 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 Subcontractors: (a) Make all premises, facilities, equipment, applicable books, records, contracts, computer, or other electronic systems related to this Agreement, available at all reasonable times for audit, inspection, examination, or copying by DHCS, CMS, or the DHHS Inspector General, the Comptroller General, DOJ, and DMHC, or their designees; (b) Retain all records and documents for a minimum of 10 years from the final date of the Contract period or

from the date of completion of any audit, whichever is later. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.10; 22 CCR 53250(e)(3); 42 CFR 438.3(u); APL 19-001, Attachment A, 10.)

6. Subcontractor agrees to assist PHC in the transfer of care pursuant to applicable provisions of the Medi-Cal Contract, in the event of the Medi-Cal Contract termination or in the event of this Agreement's termination. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.11; APL 19-001, Attachment A, 11.)

7. Notice of Termination. PHC, on Subcontractors behalf, shall notify DHCS in the event the Agreement is amended or terminated. Notice is considered given when properly addressed and deposited in the U.S. Postal Service as first-class registered mail, postage attached. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.13; 22 CCR 53250(e)(4); APL 19-001, Attachment A, 13.)

   Department of Health Care Services
   Medi-Cal Managed Care Division
   MS: 4407, P.O. Box 997413
   Sacramento, CA 95899-7413
   Attention: Contracting Officer

8. Subcontractor agrees that the assignment or delegation of this Agreement shall be void unless prior written approval is obtained from DHCS in those instances where prior approval is required. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.14; 22 CCR 53250(e)(5); APL 19-001, Attachment A, 14.)

9. Subcontractor shall hold Members and the State harmless from and against any and all claims which may be made by Subcontractor in the event PHC cannot or will not pay for services performed by Subcontractor pursuant to the Agreement. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.15; 22 CCR 53250(e)(6); APL 19-001, Attachment A, 15.)

10. Subcontractor agrees to timely gather, preserve, and provide to DHCS, any records in Subcontractor's possession, in accordance with the Medi-Cal Managed Care Contract's requirements for records related to recovery for litigation. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.16; APL 19-001, Attachment A, 16.)

11. Subcontractor agrees to provide interpreter services for Members at all key points of contact. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.17; APL 19-001, Attachment A, 17.)

12. The Parties acknowledge and agree that this Agreement and PHC's Provider Manual contains Subcontractor's right to submit a grievance and PHC's formal process to resolve grievances. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.18; APL 19-001, Attachment A, 18.)

13. Subcontractor agrees to participate and cooperate in PHC's Quality Improvement System. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.19; APL 19-001, Attachment A, 19.)

14. If PHC delegates Quality Improvement Activities, Subcontractor and PHC will enter into a separate delegation agreement that contains the provisions stipulated in the Med-Cal Contract. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.20; APL 19-001, Attachment A, 20.)

15. Subcontractor shall comply with Applicable Requirements of Medi-Cal Managed Care Program, including the Medi-Cal Contract and subsequent amendments, federal and state laws and regulations, and MMCD Policy Letters. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.21; APL 19-001, Attachment A, 21.)

16. To the extent Subcontractor is responsible for the coordination of care for Members, PHC agrees to share utilization data provided by DHCS and Subcontractor agrees to receive the utilization data for use in providing Member care coordination. (42 CFR 438.208; Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.25; APL 19-001, Attachment A, 23.)

17. PHC will inform Subcontractor of new requirements added by DHCS that apply to its contract with DHCS before the requirements become effective and Subcontractor agrees to comply with the new requirements within 30 days of the new requirements effective date, unless otherwise instructed by DHCS. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.26; APL 19-001, Attachment A, 24.)

18. The Parties agree and acknowledge that Subcontractor will provide cultural competency, sensitivity, and diversity training to Network Providers. (Medi-Cal Contract, Exhibit A, Attachment 9, Provision 12.D; APL 19-001, Attachment A, 28.)

19. IfSubcontractor is licensed pursuant to Health & Safety Code Section 1250, Subcontractor agrees to permit a Member to be visited by a Member's domestic partner, the children of the Member's domestic partner, and the domestic partner of the Member's parent or child pursuant to Health & Safety Code Section 1261. (Medi-Cal Contract, Exhibit A, Attachment 6, 13.B.22.)

20. Subcontractor shall notify PHC and DHCS within ten (10) calendar days of discovery that any third party may be liable for reimbursement to PHC and/or DHCS for Community Supports (ILOS) provided to a Plan Member, such as for treatment of work related injuries or injuries resulting from tortious conduct of third-parties. The DHCS notice is to be sent to:

    Department of Health Care Services
    Third Party Liability and Recovery Division
    Workers' Compensation Recovery Program, MS 4720
    P.O. Box 997425
    Sacramento, CA 95899-7425

22. If applicable, Subcontractor shall report provider preventable condition ("PPC")-related encounters in a form and frequency as specified by PHC and/or DHCS. (Medi-Cal Contract, Exhibit A, Attachment 8, 13; 42 CFR 438.3(g).)

23. Subcontractor will submit network data as directed by PHC for PHC to meet its administrative functions and requirements set forth in the Medi-Cal Contract. Subcontractor certifies that all data submitted is complete, accurate, reasonable, and timely. Subcontractor will promptly make any necessary corrections to the data, as requested by PHC, so that PHC may correct any deficiencies identified by DHCS in the time period required by DHCS. (42 CFR 438.242 and 438.606.)

24. Prior to commencing Services under the Agreement, Subcontractor shall provide PHC with any necessary disclosure statements and a completed disclosure form, attached to this Exhibit, for officers and other persons associated with Subcontractor as required by California Welfare & Institutions Code § 14452(a).

EXHIBIT F – DELEGATION AGREEMENT

I. Recitals

Partnership HealthPlan of California ("PHC/Plan") wishes to assign authority to Napa County ("Delegate") to act on its behalf for specified functions, "delegates," the following Activities (responsibilities) effective January 1, 2022. This Delegation Agreement ("DA"or "Agreement"), and its enclosed attachments, constitute a mutual agreement of delegated activities as evidenced by the signatures below. The Parties jointly acknowledge and agree that all information received from the other Party by virtue of this Agreement, is considered confidential and proprietary information, except to the extent available as public records.

II. Delegated Activities

PHC assigns, to Napa County, authority under its Medi-Cal contract with the Department of Health Services ("DHCS"), to provide delegated services on behalf of PHC. Delegate's policies and procedures shall remain in compliance with the requirements of PHC through contract with DHCS and all applicable state and federal laws and regulations, including, without limitation, Titles 22 and 28 of the California Code of Regulations, the Knox Keene Act, DHCS All Plan Letters ("APLs"), Plan Letters ("PLs"), and applicable components of the DHCS Fee-For-Service Provider Manual. On request of PHC or DHCS, Delegate shall provide documentation in demonstration of compliance with these directives and requirements.
Responsibilities for which PHC has provided the Delegate authority to perform, "delegated responsibilities," are specific to the administration of Community Supports (CS) for Covered Services as described in Exhibit A of the CS Network Provider Agreement. Delegated responsibilities as follows:

I. Credentialing and Recredentialing to include provider screening, validation and/or enrollment;
II. Network Management to include Provider Contracting
III. Claims Processing and Payment;
IV. Member Services and Call Center; and
V. Cultural and Linguistic Services.

Delegate agrees to be accountable for all responsibilities delegated by PHC and will not further delegate (sub-delegate) any such responsibilities without prior written authorization by Plan.

III. Processes for Evaluating DELEGATE's Performance

On-going performance of Delegate is evaluated through monthly, quarterly, semi-annual and routine monitoring of reports. Reports generated in compliance with this Delegation Agreement should be specific to the population served consistent with the Agreement. PHC shall conduct annual audits of documentation, processes, and files in order to ensure service levels, quality, and compliance with regulatory requirements and contractual obligations.

PHC retains the right to approve, suspend or terminate individual providers and sites, from PHC network, in situations where it has delegated credentialing decision-making.

Attachment A Delegation Agreement/Grid and Attachment B Reporting Deliverables Index describe the responsibilities of the delegated activities, including required documentation and reporting requirements, attached hereto and made part of this Agreement. These attachments describe the delegated responsibility and related reporting requirements, and PHC's responsibility for oversight, respectively.

At a minimum, Attachment A Delegation Agreement/Grid and Attachment B Reporting Deliverables Index will be reviewed annually by both Parties, and will be updated as needed, of which will be agreed by all Parties, in writing.

IV. Corrective Action Plans

Delegate's failure to meet any of its responsibilities under this Agreement or issues of non-compliance as identified directly through PHC's oversight or regulatory agency oversight and audits, will require Delegate to provide a corrective action plan (CAP). Delegate shall provide a CAP in the specified manner, format, and timeframe and consistent with PHC policy and procedure. Delegate shall work with PHC to identify areas of improvement and action plans to ensure compliance with applicable regulatory requirements or contractual obligations.

V. Revocation of Delegated Responsibilities

PHC may revoke this Agreement if Delegate does not fulfill stated obligations. In the event that Delegate fails to perform the delegated activities in accordance with the terms outlined in this Agreement and within reasonable satisfaction of PHC, Delegate will be notified of PHC's findings in writing, which may include request for Delegate to provide a corrective action plan (CAP) to resolve deficiencies. If Delegate is unable to cure the deficiency within a specified and mutually agreed upon time frame, PHC reserves the right to revoke the delegated activity. In the event that PHC determines that Delegate has not demonstrated satisfactory compliance and fulfilled obligations of delegated responsibility, PHC will terminate (revoke) this Delegation Agreement. Irrespective of the reason for revocation, Delegate's authority to act on behalf of PHC shall cease as of the date of revocation.

VI. Provisions for Protected Health Information ("PHI")

Delegate agrees that they are a Covered Entity, as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rules and will therefore follow all federal requirements for handling PHC Member PHI. Delegate shall comply consistent with the HIPAA & Protected Health Information provisions of the CS Network Provider Agreement by and between Delegate and PHC.

VII. Reporting Requirements

Delegate will provide applicable reports, data, or information, to PHC consistent with the manner, format, frequency, and mechanism specified in Attachment B Reporting Deliverables Index. Items shall be submitted to the specified PHC designee(s) or email address(es) via secure/encrypted email, or by using secure file transfer protocol (SFTP), along with an email notification or screens shot of upload to PHC's SFTP site. Where the due date falls on a weekend (Saturday or Sunday), item must be submitted to PHC by close of business (COB) on the Friday before the due date.

VIII. Monitoring and Annual Evaluation

PHC, at its expense, will conduct ongoing oversight of delegated responsibilities consistent with PHC established policy and DHCS contractual obligations. Delegate agrees to cooperate with and fully participate in annual and/or periodic audits, conducted or authorized by PHC, in the evaluation of delegated activities performed pursuant to this Agreement.

Such audit shall be at a date and time mutually agreeable to the Parties, including any audit by a federal or state regulatory authority. Plan will make good-faith efforts to schedule audits with at least sixty (60) calendar days advance written notice. Additionally, on an ad hoc basis, PHC may also request access to and/or conduct periodic review of data, documentation, and information in demonstration of Delegate's satisfactory performance and compliance.

EXHIBIT F, ATTACHMENT A – DELEGATION GRID

I. Credentialing, Recredentialing, and Screening/Validation of CS Providers	Citation	Delegated Responsibility	PHC Oversight Responsibility

Delegate shall ensure that the CS network available to Covered Members is comprised of providers who ae eligible to participate in state and federally funded health care programs and fulfill all applicable credentialing and licensing requirements. 1. Credentialing Program: in demonstration of compliance with credentialing and recredentialing requirements specified under this agreement and applicable federal and state statue and regulation, delegate shall maintain an infrastructure to support credentialing activities, including a designated credentialing committee, and shall maintain policies and procedures that describe at minimum, the following: A. The types of CS Providers subject to credentialing and recredentialing; B. The verification sources used; C. The criteria for credentialing and recredentialing; D. The process for making credentialing and recredentialing decisions; E. The process for managing credentialing files that meet established criteria; F. The process for sub-delegating credentialing or recredentialing (as applicable); G. The process for ensuring that credentialing and recredentialing are conducted in a non-discriminatory manner; and H. The process for ensuring CS Providers are notified of the credentialing and recredentialing decision within 60 calendar days of the credentialing committee decision. 2. Monitoring or Network Providers: as a component of the credentialing, recredentialing, and maintenance of the CS provider network, delegate shall monitor providers and maintain policies regarding sanctions, complaints, and quality issues and shall take appropriate action against providers when occurrences of poor quality are identified. Oversight and remediation activities shall include, but not be limited to: A. Collection and review of sanctions or limitations on licensure; B. Collection and review of complaint data as shared by Plan; C. Collection and review of information from adverse events; D. Implementation of appropriate interventions when instances of poor quality are identified. 3. Provider Screening/Validation: delegate shall ensure providers participating in the CS provider network and for this which have a state-level enrollment pathway, enroll into the Medi-Cal program, directly through either the Department of Health Care Services (DHCS) or responsible state department. When there is no state-level Medi-Cal enrollment pathway, Delegate shall vet the qualifications of the Provider or Provider organization to ensure they can meet the standards and capabilities required to be a CS provider. Delegate shall maintain a documented process and have capabilities to demonstrate compliance with vetting to ensure provider meets minimum requirements: A. Ability to receive referrals from MCPs and/or Delegate for authorized CS; B. Sufficient experience to provide Covered CS Services; C. Ability to submit claims or invoices for Covered Services; D. Business licensing that meets industry standards; E. No history of fraud, waste and/or abuse; F. No history of liability claims against the Provider; G. No Recent history of criminal activity, including a history of criminal activities that endanger Members and/or their families.	42 CFR 438.214, DHCS Contract Exhibit A, Attachment 4, DHCS APL 19-004, DHCS CS Policy Guidance	Yes	1. Regular review, no less than annually, of policies and procedures, reports, and other data, documentation, and information as applicable

II. **Network Management**	**Citation**	**Delegated Responsibility**	**PHC Oversight Responsibility**
Delegate shall maintain an appropriate network of providers to ensure the provision of Covered Services to Covered Members 1. CS Network Provider Contracting: Delegate shall develop and maintain a formal process for CS Network Provider contracting. Delegate shall: A. Develop and implement template CS Network Provider agreements in compliance state, federal, and regulatory standards, including but not limited to, that mandated by DHCS managed care contract and All Plan Letters and requirements set forth under 42 CFR 438.6. 2. Network Management and Capacity: Delegate shall develop and maintain a CS Provider Network to ensure the provision of Covered Services to Covered Members. Delegate shall: A. Establish measurable standards to ensure sufficient CS Provider capacity to ensure provision of Covered Services, which must comply with standards as developed and communicated by DHCS; B. Annually collect, analyze, and as applicable, report data to evaluate capacity of CS Provider Network; C. Establish a process to adjust the availability of CS providers within its network as necessary to meet the needs of Covered Members; and D. Have mechanism to report to plan, 90 calendar days in advance or as soon as possible, significant changes to CS Provider capacity. 3. New Provider Training: Delegate shall ensure that all CS Network Providers receive training regarding the Medi-Cal Managed Care program and specifically, CS. Delegate shall: A. Develop and implement a process to provide information to Network Providers and to train Providers on a continuing basis; B. Establish, communication, and uphold timeframes by which new provider training is completed after becoming active in the Provider Network (should not exceed 10 days); C. Ensure the provision of training specific to cultural competency and population-specific health needs; and D. Ensure the provision of training specific to Member's rights and responsibilities under Medi-Cal, which shall include their right to file grievances with the Plan.	DHCS contract Exhibit A, Attachment 6, APL 19-001, CS Policy Guidance	Yes	1. Regular review, no less than annually, of policies and procedures, reports, and other data, documentation, and information as applicable

III. **Claims Processing and Payment**	**Citation**	**Delegated Responsibility**	**PHC Oversight Responsibility**
Delegate shall maintain a system for the receipt, processing, and payment or denial of CS Network Providers as required in 42 USC, Section 1396(a)(37), and Section 1371, Article 5, Chapter 2.2, Division 2, Health and Safety Code. 1. Claims System: in demonstration of compliance with claims processing and payment requirements delegate shall at minimum: A. Maintain sufficient claims processing, tracking, and/or payment systems capability to demonstrate compliance with applicable state and federal law, regulations, and this Agreement The verification sources used; B. Maintain system to receive, process, and send encounters and invoices from CS Providers to PHC in accordance with DHCS standards i. If delegate and/or CS provider is unable to send a compliant 837P claim to the Plan, they are expected to send an invoice with a minimum set of data elements necessary to convert the information into a compliant 837P encounter C. Maintain procedures for prepayment and post-payment claims review, including review of data related to provider, Member, and Covered Services for which payment is claimed; D. Establish a fast, fair, and cost-effective dispute resolution mechanism to process and resolve provider claims disputes; and E. Follow Knox Keene 1300.71 b(2)(A)(B)(3) for misdirected claims processing. 2. Claims Timeliness: Delegate shall ensure the accuracy and timeliness of claims processing and in doing so, shall ensure claims submitted by CS Network Providers, which no further documentation is required, are processed and paid or denied within established timeframes: A. 90% within 30 days after receipt B. 95% within 45 days after receipt C. 99% within 90 days after receipt D. Follow Health and Safety code requirement 1300.71 and 1371.35 to pay interest on late payment of Medi-Cal claims 3. Prohibited Claims: A. Delegate shall not pay any amount for any Covered Service or item, to an excluded, suspended, or ineligible provider. Payments made by Contractor to excluded, suspended, or ineligible providers are subject to recoveries consistent with 42 CFR Section 438.608; and B. Delegate and any of its Network Providers shall not submit a claim, demand, or otherwise collect reimbursement for any services provided pursuant to the CS Network Provider Agreement or this Delegation Agreement, to a Medi-Cal Member. 4. Overpayments: Delegate shall report all overpayments to Plan within 60 days of becoming aware of an overpayment from Plan. Contractor will repay all overpayments within 45 days of reporting such overpayment to Plan or within 45 days of receipt of a written or electronic notice from Plan of an overpayment. Overpayment is any payment made to Contractor by Plan to which the Contractor is not entitled under Title XIX of the Social Security Act. A. Delegate shall ensure overpayments and recoveries of overpayments to a Network Provider, including overpayments due to fraud, waste, or abuse.	42 USC, Section 1396(a)(37), and Section 1371, Article 5, Chapter 2.2, Division 2, Health and Safety Code, DHCS contract Exhibit A, Attachment 8, APL 14-019, 42 CFR Section 438.608	Yes	1. Regular review, no less than annually, of policies and procedures, reports, and other data, documentation, and information as applicable

IV. **Call Center and Member Services**	**Citation**	**Delegated Responsibility**	**PHC Oversight Responsibility**
Delegate shall provide access to knowledgeable and trained staff to ensure that Covered Member inquire about and/or arrange for Covered Services. 1. Call Center: Delegate shall maintain a call center easily access to Covered Members and shall: A. Maintain a toll-free phone number and be responsible for all charges associated with the toll-free phone number for Covered Members to inquire about, receive help with, and/or schedule Covered Services during delegate hours of operation, but no less than 8 a.m. – 5 p.m. Pacific Standard Time (PST) Monday – Friday; B. Ensure Network Providers may call regarding inquiries concerning processing of and payment of claims for Covered Services, as well as credentialing and contracting questions; C. Sufficient "roll-over" lines to provide prompt service; D. Call center performance standards that requires that 80% of calls be answered within 30 seconds or less and that the call abandonment rate not exceed 5%; and E. Delegate shall ensure and be able to produce evidence of documentation of all Member inquiry calls which includes: i. Member name ii. Member Client Index Number (CIN) iii. Date of birth iv. Date of call v. Reason or description of the call vi. Name of representative answering the call vii. Call comments. In case of disruptions to or discontinued use of the currently available toll-free telephone number, use of new or amended phone tree prompts, call center system, or any other significant member services change that has potential to affect performance, delegate shall notify Plan in writing 30 calendar days prior to any such change becoming effective. In the case of an unexpected outage or change, delegate shall notify Plan immediately upon awareness. 2. Member Services: Delegate shall maintain the capability to provide member services to Covered Members through sufficient and knowledgeable staff. In doing so, shall ensure: A. Staff are trained on all contractually required member service functions including policies, procedures, protocols, and scope of Covered Services; B. Staff are trained on anti-discriminatory practices and handling member calls in a culturally and linguistically appropriate manner; C. Staff are trained on policies and/or procedures to distinguish grievances from general inquiries and has a process to refer all grievances and appeals back to the Plan; and D. Staff are knowledgeable about and have access to language access services for Covered Members with limited English proficiency and people with disabilities who need aids to help them communicate better.	DHCS APL 21-004 and DHCS contract Exhibit A, Attachment 14	Yes	1. Regular review, no less than annually, of policies and procedures, reports, and other data, documentation, and information as applicable

V. **Cultural and Linguistic Services**	**Citation**	**Delegated Responsibility**	**PHC Oversight Responsibility**
Delegate shall provide culturally and linguistically appropriate services to Covered Members and as such, shall ensure the following provisions for all limited English proficiency members, including, but not limited to, those with a declared preferred non-English language as identified by the demographic information provided on the eligibility file (834 file) or as declared by the member. These services included without limitation: A. Oral interpreter services, qualified interpreter, and/or bilingual staff for any language spoken by the member, at all key points of contact, which shall include interactions by telephone and member services B. Auxiliary aids such as Telephone Typewriters (TTY)/Telecommunication Devices for the Deaf (TDD) upon request and at no cost for Members with disabilities	DHCS APL 21-004 and DHCS contract Exhibit A, Attachment 14	Yes	1. Regular review, no less than annually, of policies and procedures, reports, and other data, documentation, and information as applicable 2. Plan shall share ethnic, cultural, and linguistic data for Covered Members

VI. **Administration of Community Supports**	**Citation**	**Delegated Responsibility**	**PHC Oversight Responsibility**
Delegate shall ensure the provision of CS consistent with the CS Network Provider agreement, DHCS requirements, and applicable PHC policy. 1. CS System requirements – Delegate shall maintain a management information system to support the administration of CS; at minimum system shall: a. Capability to assign members to CS Network Providers; b. Keep record of member consent for and receipt of CS services; c. Securely share data with CS Network Providers; d. Open, track, and manage referrals to CS Network Providers; and e. Produce CS utilization and payment reports for reporting the Plan and/or DHCS. 2. Provision of CS Services Pursuant to DHCS Requirements a. Delegate shall ensure services provided are based on member's individualized assessment of needs and documented in the individualized support plan; and b. Delegate shall ensure provision of CS services pursuant to Plan prior authorization.	DHCS APL 21-017 and DHCS CS Policy Guidance	Yes	1. Regular review, no less than annually, of policies and procedures, reports, and other data, documentation, and information as applicable 2. Plan shall share ethnic, cultural, and linguistic data for Covered Members

EXHIBIT F, ATTACHEMENT B - REPORTING DELIVERABLES INDEX

Reporting responsibilities as described in this index are demonstrative of compliance with delegated responsibilities and do not serve to fulfill CS Network Provider reporting obligations, which should be considered separate and distinct.
All submissions must be submitted to the SFTP site provided; if unable, submit via secure email to DelegationOversight@partnershiphp.org or other designated email as cited below.
**When due date falls on a weekend (Saturday or Sunday), or a holiday, data must be submitted to PHC by COB on the business day before.*
When submitting reports please use the number next to the report in the naming convention for ease of tracking the reports submitted and received. Example for naming of report #4 (4_Qtrly_Tele_Response_Q1_2021)

Name	Format	Frequency	Due Date to PHC	Comments
1. AB1455 Claims Settlement Practices and Timeliness (or pre-approved equivalent, such as ICE) and Provider Dispute Resolution	DMHC Template ICE Template	Quarterly	Quarter 1: May 15 Quarter 2: August 15 Quarter 3: November 15 Quarter 4: February 15	**Submit to PHC's SFTP**
2. APL 14-019 Encounter Data	EDI X12 837	Monthly	Due thirty (30) calendar days after the end of every month	**Submit to PHC's SFTP**
3. Regulatory Audit Report – as applicable	n/a	Annually	During annual audit, unless specified otherwise	**Submit to PHC's SFTP**
4. Quarterly Telephone Responsiveness Report	n/a	Quarterly	Quarter 1: May 15 Quarter 2: August 15 Quarter 3: November 15 Quarter 4: February 15	**Submit to PHC's SFTP**
5. Call center inquiry log	Format including all elements specified under Exhibit 1, Attachment A of this Agreement	Annually/Ad hoc	During annual audit, unless specified otherwise	**Submit to PHC's SFTP**
6. Provider file	274	Monthly	Due third business day of the month	**Submit to PHC's SFTP**
7. Quarterly Credentialing Report Using the ICE (Industry Collaborative Effort) Tool and the PHC Excel Template or a Report Template approved by PHC	ICE tool and PHC template	Quarterly	Quarter 1: May 15 Quarter 2: August 15 Quarter 3: November 15 Quarter 4: February 15	**Submit to PHC's SFTP** and send notification and copy to**:** PDelegates@partnershiphp.org
8. Provider Add/Deletes Report	n/a	Quarterly	Due the 20th, following the end of every quarter Q1: Due Apr 20th Q2: Due July 20th Q3: Due Oct 20th Q4: Due Jan 20th	**Submit to PHC's SFTP**
9. Results of Network Provider Exclusion and Suspension Checks	n/a	Annually	During annual audit, unless specified otherwise	**Submit to PHC's SFTP**
10. Validation of Provider Screening/enrollment and/or validation	n/a	Annually	During annual audit, unless specified otherwise	**Submit to PHC's SFTP**
11. Assessment of Network Capacity	n/a	Quarterly	Quarter 1: May 15 Quarter 2: August 15 Quarter 3: November 15 Quarter 4: February 15	**Submit to PHC's SFTP**

12. APL 17-005 Certification of Document and Data Submissions	n/a	Monthly	No later than 25th day of every month	**Submit to PHC's SFTP**
13. Identification of suspended/ineligible provider	n/a	Ad Hoc	Within 10 calendar days of identification	**Submit to PHC's SFTP** and send notification and copy to RAC_Reporting@partnershiphp.org
14. Report of Adverse Actions Reported to Authorities	n/a	Ad hoc	Within 5 business days of the effective date of the adverse action.	**Submit to PHC's SFTP** and send notification and copy to**:** PDelegates@partnershiphp.org
15. Changes to credentialed providers, including terminations by either submitting profile sheets or rosters. Data includes all elements required by DHCS for reporting.	n/a	Monthly	No later than 25th day of every month	**Submit to PHC's SFTP** and send notification and copy to**:** PDelegates@partnershiphp.org
16. CS member assignment to Network Provider	As extracted from delegate inputs to "Collective Medical"	Monthly	No later than 25th day of every month	**Submit to PHC's SFTP**
17. DHCS CS Quarterly Implementation Monitoring Report to include all elements for: CS Members and Services CS Provider Capacity	DHCS template and/or file format including all DHCS specified data elements	Quarterly	Quarter 1: May 15 Quarter 2: August 15 Quarter 3: November 15 Quarter 4: February 15	**Submit to PHC's SFTP**