

Attachment A

HEALTHSTAT WELLNESS, INC. MANAGEMENT AGREEMENT

This Healthstat Wellness, Inc. Management Agreement (“Agreement”) is made and entered into as of June 2, 2020 (the “Effective Date”) by and between Healthstat Wellness, Inc., a California professional medical corporation (“HS”) and County of Santa Barbara, (“County”), acting on behalf of County’s collective insured health plans (“Plan”). All references to County in this Agreement shall be deemed to refer to it as acting in its capacity as Plan Administrator or on behalf of the Plan.

RECITALS

WHEREAS, HS has operated two health and wellness clinics for County employees and qualified dependents in Santa Barbara County since 2009; and

WHEREAS, as a result of these clinics, County has reduced health insurance costs and improved employee health; and

WHEREAS, County has determined that it is in the best interests of the Plan and County employees to continue the business relationship with HS for ongoing operation of the clinics;

NOW, THEREFORE, in consideration of the mutual premises, promises, covenants and conditions contained herein, and as hereinafter set forth, the parties agree as follows:

1. HS Services. HS shall provide the Plan the services set forth in this Agreement. County shall provide the assistance described hereafter to increase the Benefits achieved.

For purposes of this Agreement the term “Clinic Participant” shall mean any County employee and qualified dependent that visits the Clinic for health services at least one time in any consecutive 12-month period.

1.1 *Establishment of NP Clinic(s).*

1.1.1 HS shall provide licensed and certified nurse practitioners (NP(s)) who are contracted by HS and are supervised and overseen as described in the Collaborative Practice Agreement between the NP(s) and licensed physicians or physician practices (hereinafter referred to as “Group” or “Groups” which term shall include an independent physician, sole physician practices, or practices with multiple physicians). The NP(s) shall provide services to eligible Clinic Participants consistent with reasonable and appropriate standards of community-based primary care providers. Each NP and the Group(s) shall be certified in their medical specialty and shall meet all state requirements for continuing education and peer review. Each NP and Group shall remain in good standing with the state licensing authority governing the practice of medicine within the state where each Clinic is located. Each Group shall supervise

and oversee each NP at every Clinic location in accordance with applicable state law. Every HS contract with a Group shall contain provisions requiring the Group to comply with all applicable state laws in the provision of professional medical services at the Clinic(s) and, shall contain an agreement to indemnify County against all claims, losses, and liability sought or determined in connection with the provision of medical services at the Clinic unless such indemnity is prohibited by law. HS shall further require that each Group carry medical malpractice insurance.

- 1.1.2 County shall be responsible for establishing clinic facilities for use by HS in the locations set forth in Exhibit A and according to the specifications provided in Exhibit D, attached hereto (referred to throughout this Agreement as the "Clinic(s)"). HS shall provide County with a design layout of the space to serve as the Clinic. All costs associated with renovating or preparing the physical space for the Clinic shall be borne by County.
- 1.1.3 The services to be provided under this Agreement, and therefore, the success of HS in improving Benefits is initially dependent upon HS being able to locate and staff each Clinic(s). HS shall use its best efforts to locate and coordinate NPs in order to provide hours of service at the Clinic(s) as mutually agreed to by the parties and set forth in Exhibit A attached hereto, which may be amended from time to time.
- 1.1.4 HS shall provide NP(s) backup coverage for NP(s) absences based on the following schedule:
 - 1.1.4.1 Unplanned NP(s) Absence(s) – in the event of an unplanned NP(s) absence, HS shall make a good faith effort to provide a fill-in NP upon immediate notice of the absence. HS Clinic shall be closed no more than 2 consecutive business days due to an unplanned absence. HS shall provide a back-up NP (including the use of a physician at no extra charge to County). HS reserves the right to modify the regular Clinic schedule to accommodate the back-up coverage based on approval by County.
 - 1.1.4.2 Planned NP(s) Absence(s) – in the event of a planned NP absence where HS is given at least 10 business days' notice, HS shall provide a back-up NP (including the use of a physician at no extra charge to County). HS reserves the right to modify the regular Clinic schedule based on approval by County.

1.2 *Education of workforce about HS Services.* In each education session, HS shall provide education to County's employees about the services offered by HS and the benefits which employees, and eligible spouses and dependents, if included at a future

date, may derive from using the services provided by HS. At County's request, HS shall participate in an employee health fair at no additional charge. HS may participate in other wellness activities as may be sponsored by County (at Health Center staff's hourly rate and such additional cost to County for such services as mutually agreed). County acknowledges that involving Health Center staff in such events may cause a closure of the Health Center or otherwise affect Health Center hours, and County will hold HS harmless for such closure of the Health Center or delay in services.

1.3 *Periodic Reports.* HS shall produce the following reports for County and County's group health plan in its standard formatting:

1.3.1 Activity and Claims Trend ("Act") Reports including:

- (i) Health Center Utilization – Monthly Health Center utilization reports summarizing the services furnished onsite at each Health Center in a de-identified format.
- (ii) Quarterly and Annual Reports - Provided the County's health plan, health insurer or third-party administrator furnishes historical and ongoing monthly claims data, and, HS shall provide insurance cost claims impact statements four (4) times per twelve (12) month period. The annual report will consist of a compilation of data from the quarterly reports. Additionally, HS shall provide Health Center utilization and activity reports and summary data related to the Health Center participants' compliance with the frequency guidelines recommended for the number of risk factors identified during the health assessment(s) on a de-identified basis, if County elects for the health risk assessment service.
- (iii) Non-Compliance Report - Non-compliance reports for employees with health risk factors identified through the health risk assessment regarding their Health Center visit frequency shall be provided on a quarterly basis in a de-identified format, if County elects to implement the health risk assessment service.
- (iv) All Act reports will be provided within forty-five (45) days of the end of the applicable reporting period.

1.3.2 County will have access to a web-based detailed Health Center utilization tool for self-reporting.

1.3.3 HS shall also deliver additional "ad hoc" reporting to the extent HS has programming capabilities and the underlying information, subject to additional fees. The form and substance of additional requested reports shall be as mutually agreed to by HS and County.

1.3.4 To the extent that any reporting is affected by the performance of health risk assessments and/or HS' receipts of historical and ongoing claims information and County chooses not to pursue or provide such information, HS will be relieved from providing such reporting. All reports shall be HIPAA compliant and shall be deemed accepted and free from defect absent objection raised within thirty (30) days of receipt. **No Protected Health Information about any Health Center participant shall be released to County in any report unless such participant has provided his or her prior written authorization or unless such information is released in accordance with HIPAA and the California Confidentiality of Medical Information Act.**

1.3.5 As long as demographic and historical and ongoing claims information is supplied, HS shall provide the following "Predictive Modeling and Guidance Gaps Package" for the Clinician's use. Note, some gap closure information is available based on demographics only and will be provided to the Clinician regardless of claims data; however, claims information is necessary for the full package and for any predictive modeling.

(i) HS will provide the Predictive Modeling & Analytics Tool Dashboard to the Clinicians, which includes:

- Forecasted Risk Profile
- Impact Scores
- Diagnosis Profile
- Utilization Profile
- Risk Contribution Profile
- Guideline Compliance Profile
- Physician Pharmacy Profile – Therapeutic Classes
- Physician Pharmacy Profile – Maintenance Medications
- Physician Pharmacy Profile – Injectable(s)
- Total Claims Costs
- Forecasted Claims Costs
- Total ER/Inpatient Utilization
- Forecasted ER/Inpatient Utilization

(ii) HS shall provide County on a quarterly basis with a Predictive Modeling and Guideline Compliance Profile Report.

1.4 *Health Assessment(s) and Interventions.*

1.4.1 To improve the health of the Health Center-eligible population, it is important to establish baseline health assessments. Therefore, HS may be asked to perform an initial mass health assessment of County's entire participating workforce during the contract Term. Employees who miss the mass event and/or were hired subsequently may obtain their health assessment in the Health Center. If elected by

County, the cost and logistics for such mass health assessment will be negotiated as a separate exhibit to this Agreement. The cost of this service is incorporated in the Service Cost Limit as defined in Exhibit B. Notwithstanding the preceding sentence, HS will not conduct a mass health assessment if asked by County in any given year of the Term of this Agreement if the cost prospectively quoted by HS in the given year for performing the mass health assessment, when added to the total service costs, would cause the total service costs to exceed the Service Cost Limit for the applicable year.

1.4.2 The Clinician at each Health Center or a HS representative shall contact each health assessment participant presenting with risk factors in accordance with HS' standard outreach program after each health risk assessment conducted by HS. The Clinician at each Health Center shall be available during regularly scheduled Health Center hours of operation to consult with and assist in the development of a program for each health assessment participant contacted. County may augment health risk assessments with telephonic wellness coaching services for additional cost.

1.4.3 If County decides to engage a third party to perform health risk assessments, County should attempt to cause such third-party vendor to supply health assessment results to HS. Additional charges may apply.

1.5 *Appointment of Account Manager.* HS shall appoint an Account Manager and provide notice to County of the appointment within ten (10) days of the date this Agreement is executed. In addition to overseeing the program, the Account Manager shall be available to review and discuss the activities of and reports generated from each Clinic with County.

1.6 *Practitioner Selection.* HS shall present an NP who is trained and qualified to perform clinical services required in the Clinic. HS shall confer with the County regarding selection of the proposed NPs. However, HS shall make the final decision with respect to whether to contract with NP candidates. County understands that due to the limited availability of NP candidates in some geographic locations, the opening of the Clinic may be delayed if an NP candidate is rejected at County's request.

1.7 *Professional Conduct of NP.*

1.7.1 The professional conduct of the NP shall be governed by applicable state laws and the policies and procedures of the supervising Group. Neither HS nor the County shall control the professional judgment of the NP. Neither HS nor County shall intervene in any way or manner with the services provided by NP unless NP's actions are in violation of the policies, rules, or regulations of conduct governing employees at County's place of business. It is understood between the parties that the traditional, customary, usual and confidential relationship between a health care provider and a patient exist between NP and Clinic Participants and all authorized persons seeking the professional services of NP.

1.7.2 In the event County deems the performance of any NP disruptive to County's place of business, detrimental to the health or safety of members of County's workforce or any dependent family members,

is in violation of the policies, rules or regulations of conduct governing employees of County, or County finds NP performance to be otherwise unsatisfactory, County may request that a NP be removed from the Clinic. When HS is notified of such a request by County, HS shall notify the NP and Group and HS shall place the NP on administrative leave with pay until a review of the matter is completed within ten (10) calendar days. If after a review of the matter complained about, County or HS desire that the NP not return to the Clinic, HS shall immediately commence actions to recruit another NP to provide services at the Clinic and advise County when a substitute NP may be placed at the Clinic.

2. Electronic Data Sharing. County agrees to provide HS a demographic file for all eligible employees. County will also provide HS with a base of health care information by directing its health insurers to supply the data mutually agreed to by HS and County in electronic format compatible with HS software systems for Clinic Participants. This delivery of data shall be monthly and HS shall enter into a HIPAA Business Associate Agreement, attached to this Agreement as Exhibit E, with County and its health claims processing or insurance vendor. County shall instruct each third-party administrator, insurance vendor or other party responsible for managing County's Plan claims system to provide HS all historical claims data, including but not limited to, healthcare claims, pharmaceutical claims, and medical claims for all Clinic Participants that have provided prior written consent. HS shall use the data provided to establish and track Clinic Participant utilization trends and insurance cost impacts which shall be provided in the periodic reports generated and supplied to County. All costs associated with the transfer of data to the HS database, including but not limited to implementation of a software interface, shall be borne by County. All data transmitted pursuant to this Section must be in electronic non-facsimile format, i.e. CD, floppy disk or direct electronic interface.

3. Premises and Support Services of County.

3.1 Premises. County shall provide HS access to the Clinic during County's normal business hours. County shall be responsible for maintaining and securing the safety and safekeeping of the Clinic and all the equipment therein. County shall provide heat and air conditioning, janitorial service, replace light bulbs as needed and maintain other supplies for the Clinic as described in Section II of Exhibit D attached hereto. County shall maintain the safe and proper operation of all equipment located within the Clinic.

3.2 Clinic Area. County shall dedicate no less than eighty (80) square feet to be used as the Clinic. The Clinic shall be in close proximity to toilet facilities and, to the extent reasonably practicable, shall be equipped with a sink. In the event County desires to offer NP services at the Clinic to spouses and dependents of employees, County shall, as practical, ensure access to the Clinic from the exterior of the facility through an administrative or otherwise convenient public access way. Privacy and accessibility for non-employee users offered the services of the Clinic is important for the overall success of its operation. The Benefits derived from HS services are partially dependent upon significant usage of the Clinic.

3.3 *Hours of Clinic Operation.* The weekly schedule for the hours of operation of the Clinic shall be mutually agreed upon by County and HS. Changes to the weekly schedule may be made only upon the mutual written consent of HS and County.

3.4 *Contact Person for Scheduling.* The NP and/or the Medical Office Assistant (MOA) shall be responsible for scheduling all Clinic Participant appointments at the Clinic. Scheduling of appointments for Clinic Participants shall be done in a manner compliant with HIPAA.

4. *Term and Termination.*

4.1 The term of this Agreement shall be for a period of two (2) years, ending June 30, 2022 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for three (3) successive one (1) year terms ("Renewal Term") unless earlier terminated in accordance with the terms of this Agreement as set forth below, or as stated in Section 25 (Nonappropriation), or unless either party gives sixty (60) days' prior written notice of non-renewal to the other party prior to the expiration of the initial two (2) year or any subsequent Renewal Term. The Agreement's Initial Term, together with any Renewal Terms, may be referred to herein as the "Term."

4.2 If either party defaults in the performance of any of its obligations hereunder, and such condition of default is not cured within thirty (30) days after delivery of written notice of such condition, the non-defaulting party may, at its option, terminate this Agreement by delivery of written notice of its intention to terminate seven (7) days after the expiration of the thirty (30) day cure period.

4.3 In the event a NP resigns, quits, is terminated or is otherwise unable or unwilling to continue at any Clinic location and HS is unable to find a suitable replacement after employing reasonable commercial efforts, HS may terminate this Agreement with thirty (30) days' prior written notice.

4.4 Any outstanding invoices as of the date of termination shall be due and payable according to the terms set forth below. Termination of this Agreement shall not release or discharge either party from any obligation, debt or liability incurred hereunder nor shall termination release or excuse payment for services rendered.

4.5 Upon termination of this Agreement, HS shall contact each Clinic Participant, based on the demographic file, and determine whether the Clinic Participant would like to have any information containing their PHI: a) returned to them at their home address; b) forwarded to a health care provider of their choosing; or c) destroyed and assurance of its destruction provided.

4.6 Upon termination, HS shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by HS in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit HS to retain.

5. Compensation.

5.1 HS shall be compensated for its services in accordance with Exhibit B attached hereto.

5.2 County shall remit payment within thirty (30) days of approval of each invoice issued by HS. In the event that payment is not received by HS within thirty (30) days of the approval of the invoice, a late payment penalty in the amount of one and one-half percent (1½ %) per month shall accrue on the unpaid balance for each month or fraction thereof that payment is late.

6. Ownership of Documents and Intellectual Property.

6.1 County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected (except Clinic Participant PHI or other information that may be protected from disclosure to or from County by law), and all documents produced in furtherance of the Services contemplated, including, all photos, designs, and sound or audiovisual recordings.

6.2 HS shall not release any of such items to other parties except after prior written approval of County. HS shall be the custodian of all Clinic Participants' files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as further described in the HIPAA Business Associate Agreement attached as Exhibit E. Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. To the extent allowable under HIPAA and all other applicable law, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

6.3 County agrees not to disclose "proprietary information" of HS. "Proprietary information" shall have the meaning set forth in subdivision (d) of Section 3426.1 of the California Civil Code which states "Trade secret means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." This provision does not apply to information that is 1) in the public domain through no fault of the receiving party, 2) was independently developed as shown by documentation, 3) is disclosed to others without similar restrictions, 4) was already known by the receiving party, or 5) is subject to disclosure under court order or other lawful process.

County is subject to public disclosure laws including the California Public Records Act (Government Code Section 6250 et seq.) (the "CPRA") and the Brown Act (Government Code Section 54950 et seq.). HS acknowledges that County may be compelled to disclose information, which may include information that HS may believe is proprietary information pursuant to a valid request under the CPRA or under the Brown Act, unless it meets an exception as set forth in either the CPRA or the Brown Act. HS

is on notice that this Agreement, its attachments, and invoices made hereon are public records and County is not required to return nor destroy such documents upon termination of this Agreement.

6.4 HS, at its own expense, shall defend, indemnify, and hold harmless County against any claim that any item provided by HS hereunder infringes upon intellectual or other proprietary rights of a third party, and HS shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

7. Standard of Performance. HS represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, HS shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which HS is engaged. HS shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by HS without additional compensation.

8. Business Associate. The County is considered to be a "Hybrid Entity" under the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq. and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, ("Privacy Rule and Security Rule"). HS is considered to be a "Business Associate" under the Privacy Rule. HS must also comply with the Security Rule as a Business Associate, if under this Agreement; it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

The County and HS acknowledge that HIPAA mandates them to enter into a Business Associate Agreement in order to safeguard protected health information that may be accessed during the performance of this Agreement. Accordingly, the parties agree to the terms and conditions set forth in Exhibit E - HIPAA Business Associate Agreement.

9. Indemnification and Insurance. HS agrees to defend, indemnify and save harmless the County and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto.

10. Independent Contractors. It is mutually understood and agreed that HS, each NP, and Group (including any and all of their respective officers, agents, and employees) shall perform all of the services contemplated by this Agreement as independent contractors of the County and not as officers, agents, servants, employees, joint ventures, partners or associates of County. HS shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, HS shall be solely responsible and save County harmless from all matters relating to payment of HS's employees, including compliance with Social Security withholding and all other regulations governing such matters, and payment to NPs and Group. It is acknowledged that during the Term of this Agreement, HS may be providing services to others unrelated to the County or to this Agreement.

11. Consents. Any consent required or any discretion vested in a party to this Agreement shall not be unreasonably withheld or arbitrarily or capriciously exercised.

12. Governing Law. This Agreement shall be interpreted according to the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

13. Notices. All notices and other communications required or permitted under this Agreement shall be effective upon receipt or rejection. Any notice shall be delivered to the parties as follows:

County: County of Santa Barbara
Human Resources Department
1226 Anacapa Street
Santa Barbara, CA 93101
Fax: 805-568-3272
Attn: Katie Torres, Benefits and Wellness Division Chief

HS: Healthstat Wellness, Inc.
4651 Charlotte Park Dr., Suite 300
Charlotte, NC 28217
Fax: 704-529-6572
Attn: Warren A. Hutton, Asst. Sec.

14. Severability Clause. In the event any term or provision of this Agreement is found to be invalid, illegal or unenforceable, in whole in part, as drafted, then the offending term or provision shall be deemed severable from the remaining terms and provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had never been contained herein.

15. Amendments. Amendments may be made to this Agreement but only after the mutual approval in writing by County and HS. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

16. Non-Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not unreasonably be withheld.

17. Nondiscrimination. County hereby notifies HS that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and HS agrees to comply with said ordinance.

18. Successors and Assigns. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

19. Compliance with Law. HS shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of HS in any action or proceeding against HS, whether County be a party thereto or not, that HS has violated any such ordinance or statute, shall be conclusive of that fact as between HS and County.

20. Authority. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, HS hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which HS is obligated, which breach would have a material effect hereon.

21. Precedence. In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

22. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any such party's rights with respect to any subsequent breach thereof.

23. Entire Agreement. This Agreement supersedes all previous contracts and constitutes the entire agreement between the parties. HS and County shall be entitled to no benefit other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless and until made in writing signed by all parties hereto.

24. Use of County Name. HS shall not release any information pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects without obtaining the prior written approval of County. HS shall not use County's name or logo or any variation of such name or logo in any public advertising or promotional materials without obtaining prior written approval of County.

25. Nonappropriation. Notwithstanding any other provision of this Agreement, in the event that no funds, or insufficient funds, are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will immediately notify HS of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to the termination of this Agreement under this provision, County shall have no obligation to make payments with

regard to the remainder of the term, but County shall make payments for services invoiced up to the date of termination.

26. Records, Audit, and Review. HS shall keep those business records or documents created pursuant to this Agreement that would be kept by a reasonably prudent practitioner of HS's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during HS's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), HS shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). HS shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, HS shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, HS shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

27. Debarment and Suspension. HS certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. HS certifies that it shall not contract with a subcontractor or NPs or Group(s) that are so debarred or suspended.

28. Taxes. HS shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on HS's behalf, and should County be required to do so by state, federal, or local taxing agencies, HS agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

29. Conflict of Interest. HS covenants that HS presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. HS further covenants that in the performance of this Agreement, no person having any such interest shall be employed by HS. HS must promptly disclose to County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by HS if County determines it to be immaterial, and such waiver is only effective if provided by County to HS in writing.

30. Survival. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

31. Execution of Counterparts. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. Time is of the Essence. Time is of the essence in this Agreement and each covenant and term is a condition herein.

33. Remedies Not Exclusive. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

34. Section Headings. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set out above.

COUNTY OF SANTA BARBARA

By:

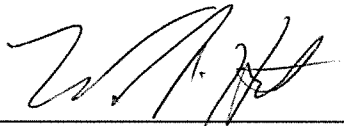
Chair, Board of Supervisors

Date: _____

ATTEST:

Mona Miyasato
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

HEALTHSTAT WELLNESS, INC.

By: 

Name: Warren A. Hutter

Title: Pres. Sec.

By: _____

APPROVED AS TO FORM:

Michael C Ghizzoni
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA
AUDITOR-CONTROLLER

By: Victoria Parks Tuttle
Deputy County Counsel

By: Ray Aromatorio
Deputy

RECOMMENDED FOR APPROVAL:
Maria Elena De Guevara
HUMAN RESOURCES DEPARTMENT

APPROVED AS TO FORM:
Ray Aromatorio
RISK MANAGEMENT

By: _____
Director of Human Resources

By: 
Risk Management

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set out above.

COUNTY OF SANTA BARBARA

By:

Chair, Board of Supervisors

Date: _____

ATTEST:

Mona Miyasato
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

HEALTHSTAT WELLNESS, INC.

By: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C Ghizzoni
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

RECOMMENDED FOR APPROVAL:
Maria Elena De Guevara
HUMAN RESOURCES DEPARTMENT

APPROVED AS TO FORM:
Ray Aromatorio
RISK MANAGEMENT

By: Maria Elena De Guevara
Director of Human Resources

By: _____
Risk Management

LIST OF EXHIBITS:

Exhibit “A”: NP Clinic

Exhibit “B”: Service Cost

Exhibit “C”: Indemnification and Insurance Requirements

Exhibit “D”: Premises

Exhibit “E”: HIPAA Business Associates Agreement

Exhibit “F”: List of Reference Laboratory and Pathology Tests allowed at NP Clinics

Exhibit “G”: Electronic Data Sharing

EXHIBIT A

NP CLINIC

Clinic: County of Santa Barbara

City and State: Santa Barbara, CA. and Santa Maria, CA

Weekly hours requested:

Santa Barbara, CA Forty (40) total Clinic hours per week.

Santa Maria, CA: Forty (40) total Clinic hours per week.

The Clinic will be closed in accordance with County's holiday schedule, which is as follows:

New Year's Day;
Martin Luther King Day;
Lincoln's Birthday;
Washington's Birthday;
Memorial Day;
Independence Day;
Labor Day;
Veteran's Day
Thanksgiving Day and the day following; and
Christmas Day

County agrees to pay the hourly wages for all providers on client scheduled holidays.

Except as outlined in Section 1.1.4, the Clinic will be closed for the following periods in any given 52-week term: 2 Weeks for Vacation; and 1 Week for Continuing Medical Education.

Clinic Eligibility: County may elect to allow dependents of employees aged 5 years and older access to Clinic services upon ninety (90) days' written notice to HS. If County elects to allow these dependents to access Clinic services, then County must purchase any needed medical equipment, medical supplies, laboratory supplies, and cover all other costs associated with treating and diagnosing the dependents. County must also arrange for the transfer of data elements related to dependents as outlined in Exhibit G "Electronic Data Sharing".

EXHIBIT B

SERVICE COST

Service Cost Limit. For HS services to be rendered under this contract, HS shall be paid an amount not to exceed \$1,200,000.00, including cost reimbursements in the first year of the contract. This Service Cost Limit will increase annually by an amount equal to the December CPI-U index for the Los Angeles-Long Beach-Anaheim area of the previous year. This annual increase will be effective July 1 of each subsequent year of the Term. This annual adjustment amount shall be not less than zero percent (0%) and not more than four percent (4%). The applicable CPI adjustment indicator shall be the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim, which may be found at the following website under the following search criteria:

https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm.

Program Administration Fees. During the term of this Agreement, County shall pay HS a fee of \$26,000.00 per month. This Program Administration Fee will increase annually by an amount equal to the December CPI-U index for the Los Angeles-Long Beach-Anaheim area of the previous year. This annual increase will be effective July 1 of each subsequent year of the Term. This annual adjustment amount shall be not less than zero percent (0%) and not more than four percent (4%). The applicable CPI adjustment indicator shall be the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim, which may be found at the following website under the following search criteria:

https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm

This monthly charge is not pro-rated and is due in full for any month in which the Clinic is open at least one day. This fee will be due and payable to HS unless any Clinic is closed for more than two consecutive months, in which case the fee will be suspended until Clinic is reopened.

Nurse Practitioner Hourly Fee – Santa Barbara. County shall pay HS an hourly rate of \$136.37 per hour to staff the Santa Barbara Clinic with a Nurse Practitioner for an estimated 40 hours per week. This fee will automatically increase by 3% annually.

Nurse Practitioner Hourly Fee – Santa Maria. County shall pay HS an hourly rate of \$134.31 per hour to staff the Santa Maria Clinic with a Nurse Practitioner for an estimated 40 hours per week. This fee will automatically increase by 3% annually.

Medical Office Assistant (MOA) Hourly Fee. County shall pay HS an hourly rate of \$37.13 per hour to staff the Santa Barbara Clinic with a Medical Office Assistant for an estimated 40 hours per week. This fee will automatically increase by 3% annually.

Medical Office Assistant (MOA) Hourly Fee. County shall pay HS an hourly rate of \$32.59 per hour to staff the Santa Maria Clinic with a Medical Office Assistant for an estimated 40 hours per week. This fee will automatically increase by 3% annually.

Medical & Administrative Supplies. HS shall order and County shall be billed the cost of the initial supplies and minor equipment required for the establishment of each Clinic including the cost of obtaining required Clinical Laboratory Improvement Amendments (CLIA) waivers and medical waste disposal services unless provided by the County Public Health Department. All supplies and equipment required for the on-going operation of the Clinic(s) shall be ordered and paid for by County. County shall have the option to utilize the HealthStat Master Contract or contracts negotiated by County independently for medical and administrative supplies purchased for the Clinics. Reimbursements for these costs are included in the maximum contract amount.

Reference Lab, Pathology Services and Medical Records. HS will provide lab draws/collections at no markup to the County. Fees for processing labs are considered a without markup charge and will be billed at the negotiated rates that HS has with Quest Labs or other provider. County will reimburse for labs based on a monthly itemized inventory of completed labs submitted for the billing period.

EXHIBIT C

Indemnification and Insurance Requirements

INDEMNIFICATION

HealthStat (HS) agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. HS's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

HS shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

HS shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the HS, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if HS has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the HS's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the HS maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the HS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the HS including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the HS's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the HS's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the HS's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – HS hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said HS may acquire against the COUNTY by virtue of the payment of any loss under such insurance. HS agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the HS to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – HS shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the HS's obligation to provide them. The HS shall furnish evidence of renewal of coverage throughout the term of the Agreement. The

COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – HS shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and HS shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the HS must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. HS agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D

Premises

Client Check List Room Specs & Supplies for the HealthStat Clinic (only applicable if a 3rd or subsequent clinic is set-up)

I. Room Specifications:

- Private Room with Lock (windows must be covered), preferably with access through a non-production facility
- Sound and vibration proofing
- 8' x 10' minimum
- Electrical Outlets
- Heated/air conditioned
- Sink, or in very close proximity
- Restrooms in very close proximity
- Telephone
- High Speed Internet Connection with all Firewall and connectivity issues being the responsibility of the County

II. Clinic Supplies

- Examination table
- Cabinet (preferably with doors for Medical Supplies)
- Table for Blood Drawing Station & Supplies
- Mini-Refrigerator with freezer
- Desk
- Rolling Chair for NP/PA
- Chair for counseling Clinic Participant
- Locking File Cabinet
- Secure Shredder dedicated to the Clinic
- Secure Fax/Printer/Scanner Machine (preferably in the Clinic or a secure area that is HIPAA compliant)
- Phone list w/ extensions
- Access to a copy machine
- Paper towels
- Anti-bacterial Soap for NP/PA

*****County will be responsible for ALL Clinic office supplies, Clinic lab/medical supplies for the initial set-up*****

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and HealthStat Wellness Inc., (“CONTRACTOR”) (referred to herein as “Business Associate”).

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information or EPHI** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.
- d. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than five (5) business days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the

Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- i. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.
- j. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the

definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

- l. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
- m. **Business Associate’s Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
- n. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
- o. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity’s obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity’s obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate’s facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity’s (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate’s remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity’s enforcement rights under the Agreement or this BAA, Business Associate shall notify

Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

- q. **Compliance with HIPAA Workforce Training.** As set forth in section 164.530 of 45 CFR Business Associate is expected to adhere to the Health Insurance Portability and Accountability Act (HIPAA) regulations to the extent necessary to comply with Covered Entity's legal obligations and to develop and maintain comprehensive consumer confidentiality policies and procedures, provide annual training of all affected staff regarding those policies and procedures including Security and Privacy safeguards, and demonstrate reasonable effort to secure written and/or electronic data to document the provision of such training and agrees to make available to the Covered Entity upon request. The parties should anticipate that this agreement will be modified as necessary for full compliance with HIPAA.

3. Termination

- a. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

4. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

5. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory

for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

6. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

7. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

9. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

11. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

12. Interpretation

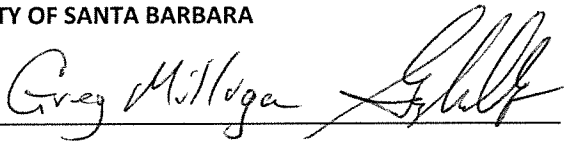
The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

[Signatures appear on the following page]

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

COVERED ENTITY:

COUNTY OF SANTA BARBARA

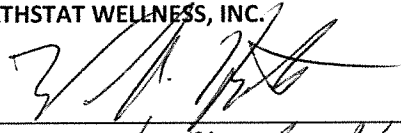
By: Greg Milligan 

Name: _____

Title: County Safety Officer

BUSINESS ASSOCIATE:

HEALTHSTAT WELLNESS, INC.

By: 

Name: Warren H. Huff

Title: Asst. Sec.

EXHIBIT F

List of Reference Laboratory and Pathology Tests allowed at NP Clinics

1. Hepatic Function Panel
2. Basic Metabolic Panel (BMP)
3. Comprehensive Metabolic Panel (CMP)
4. Lipid Panel
5. CBC
6. CBC, w/diff
7. PT with INR
8. PTT, activated
9. Amylase
10. ANA w/Reflex Titer
11. C-Reactive Protein
12. Cardio CRP
13. Creatinine w/EGFR
14. Digoxin
15. Ferritin
16. Folic Acid
17. FSH
18. Glucose
19. Hemoglobin A1c
20. Hepatitis A, AB, IGM
21. Hepatitis B, Core AB, IGM
22. Hepatitis B Surface AB w/reflex confirm
23. Hepatitis C AB
24. HIV1/HIV2 Screen, w/Reflexes
25. Iron Total, IBC %, Sat
26. Lithium
27. Magnesium
28. Micro-albumin, Random Urine w/Creatinine
29. Phenytoin
30. Progesterone
31. Prolactin
32. PSA< Total
33. Rheumatoid Factor
34. Sed Rate

35. TSH
36. TSH w/Reflex T-4, free
37. T-3 Total
38. T-3 Uptake
39. T-4 (Thyroxin) Total
40. T-4 (Thyroxin) Free
41. UA, dipstick (reflex to microscope)
42. UA complete (Reflex to Culture)
43. Uric Acid
44. Valproic Acid
45. Vitamin B12
46. Group B Strep Culture
47. Genital Culture
48. Throat Culture
49. Urine Culture
50. Chlamydia & N. gonorrhoea DNA Urine
51. Iron, Total
52. TIBC
53. H. pylori
54. Vitamin D
55. Mono spot
56. Estradiol
57. Testosterone, Total
58. Affirm test
59. Lipase
60. Serum HCG Qua
61. Micro-albumin
62. LH 615

EXHIBIT G

ELECTRONIC DATA SHARING

Following are the elements the employer is required to provide to Healthstat as described in this Agreement.

Demographic Data File Requirements

Below are the general guidelines for creating two separate files for all eligible employees and for all eligible dependents in the program. A dependent file is not necessary if dependents are not eligible for the program. The initial demographic file should contain all individuals who would have been eligible for the program over the last two years even if they are not currently active.

1. Create a tab-delimited text file or an Excel workbook file with the fields in the indicated order. Please use the column header names exactly as specified.
2. Populate all required fields, even if the value is the same for all records – e.g. “CompanyName,” “PlantName,” or “PlantLocation.”
3. For optional fields that will not be populated, include the empty column(s) with the column header(s).
4. Please format data fields as indicated, using only alphanumeric characters, numbers, or numbers plus the special characters listed in the Field Format specified. For example, do not use parentheses in the “Hphone” and “Wphone” columns. Do not use hyphens in the “DOB,” “HireDate,” and “TermDate” columns.
5. Send complete files monthly through your secured email site or Ftp/SFTP connection. Healthstat would be happy to set you up an account on our SFTP server. If this is your preference please send an email request to data@Healthstatinc.com.

File naming conventions and field definitions follow.

I. Employee File:

Description	Comment	Requirement	Field Format
CompanyName	Company Name	Required	Alphanumeric Max Size: 50 characters
LastName	Employee Last Name	Required	Alpha Characters, do not include suffix Max Size: 50 characters
FirstName	Employee First Name	Required	Alpha Characters Max Size: 50 characters
MiddleName	Employee Middle Name or Initial	Optional	Alpha Characters Max Size: 50 characters
Suffix	Employee Name Suffix	Optional	Alphanumeric Max Size: 10 characters (ex: Jr, Sr, II, III, 2nd)
SSN	Employee Social Security Number	Required	Alphanumeric (numbers and hyphens only) Max Size: 15 characters (ex: 123-45-6789)
DOB	Employee Date of Birth	Required	Alphanumeric (numbers and slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
Gender	Employee Gender	Required	M or F Max Size: 1 character
PositionStatus	Current Employee Status	Required	Alpha from list: Active, Cobra, Layoff, Leave, NoWellness Program, Other, Retired, Temporary, Terminated Only Max Size: 15 characters

Description	Comment	Requirement	Field Format
Address1	Employee Home Address Line 1	Required	Alphanumeric Max Size: 50 characters
Address2	Employee Home Address Line 2	Optional	Alphanumeric Max Size: 50 characters
City	Employee City	Required	Alphanumeric Max Size: 50 characters
State	Employee State	Required	Alphanumeric Max Size: 2 characters
Zip	Employee Zip Code	Required	Alphanumeric (numbers and hyphen only, 5 or 9 digit zip codes) Max Size: 10 characters (ex: 12345 or 12345-6789)
Hphone	Employee Home Telephone Number	Required	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)
Wphone	Employee Work Telephone Number	Optional	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)
PlantName	Plant Number or Name of Employee's Work Location	Required	Alphanumeric Max Size: 50 characters
PlantLocation	City of Employee's Plant/Work Location	Required	Alphanumeric Max Size: 50 characters
HireDate	Employee Date of Hire	Required	Alphanumeric (numbers & slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
TermDate	Date of Employee Termination	Required (if Position Status = Terminated)	Alphanumeric (numbers & slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
CustomerMemberID	Employee's unique insurance identifier # if other than SSN #	Optional* (*if = SSN)	Alphanumeric Max Size: 15 characters
CustomerEmployeeID	Employee's unique identifier # within the company	Optional	Alphanumeric Max Size: 15 characters

InsPlanElectionCode	Insurance Plan Election	Optional	Alphanumeric MaxSize: 10
HomeWorker	Remote Employee Indicator	Optional	Alpha Y or N Max Size: 1
Wellness	Enrolled in Wellness Program	Optional	Alphanumeric Max size: 25

II. Dependent File:

Description	Comment	Requirement	Field Format
CompanyName	Company Name	Required	Alphanumeric Max Size: 50 characters

Description	Comment	Requirement	Field Format
LastName	Dependent Last Name	Required	Alpha Characters, do not include suffix Max Size: 50 characters
FirstName	Dependent First Name	Required	Alpha Characters Max Size: 50 characters
MiddleName	Dependent Middle Name or Initial	Optional	Alpha Characters Max Size: 50 characters
Suffix	Dependent Name Suffix	Optional	Alphanumeric Max Size: 10 characters (ex: Jr, Sr, II, III, 2nd)
SSN	Dependent Social Security Number	Required	Alphanumeric (numbers and hyphens only) Max Size: 15 characters (ex: 123-45-6789)
DOB	Dependent Date of Birth	Required	Alphanumeric (numbers and slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
Gender	Dependent Gender	Required	M or F Max Size: 1 character
RelationCode	Relationship To Employee	Required	Alphanumeric Max Size: 10 characters (Spouse, Child, or Other)
RespPartySSN	Employee's Social Security Number	Required	Alphanumeric (numbers and hyphens only) Max Size: 15 characters (ex: 123-45-6789)
RespPartyEmployee ID	Employee's unique EmployeeID	Optional (unless EmployeeID is key identifier)	Alphanumeric Max Size: 15 characters
RespPartyMemberID	Employee's unique MemberID	Optional (unless MemberID is key identifier)	Alphanumeric Max Size: 15 characters
Address1	Dependent Home Address Line 1	Optional if same as employee	Alphanumeric Max Size: 50 characters
Address2	Dependent Home Address Line 2	Optional	Alphanumeric Max Size: 50 characters
City	Dependent City	Optional if same as employee	Alphanumeric Max Size: 50 characters
State	Dependent State	Optional if same as employee	Alphanumeric Max Size: 2 characters
Zip	Dependent Zip Code	Optional if same as employee	Alphanumeric (numbers and hyphen only, 5 or 9 digit zip codes) Max Size: 10 characters (ex: 12345 or 12345-6789)
Hphone	Dependent Home Telephone Number	Optional if same as employee	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)
Wphone	Dependent Work Telephone Number	Optional	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)

Description	Comment	Requirement	Field Format
CustomerMemberID	Dependent's unique insurance identifier # if other than SSN #	Optional* (*if = SSN)	Alphanumeric Max Size: 15 characters

Claims Data File Required Elements

Claims data files should be fixed-length text files. Headers are not allowed. If delimited files are used instead, a column header record is required. Please send documentation of your file layout and any definitions/descriptions/formulas. Data should be in HIPAA-compliant format wherever possible.

I. Medical and Pharmacy Claims File:

Healthstat Medical Claims Fields Requested
Please include your file layout and any definitions/descriptions.
Data should be in HIPAA-compliant format wherever possible.

Description	Comment	Requirement
Group Number		Required
Subgroup Number		Required
Claim Number		Required
Service Sequence number	Line number for claim lines that belong to the same claim number	Required
Paid Date	MM/DD/YYYY - Critical	Required
Beginning Date of Service	Admit Date MM/DD/YYYY	Required
Ending Date of Service	Discharge Date MM/DD/YYYY	Required
Process Date	MM/DD/YYYY	Optional
Claim Begin Date	MM/DD/YYYY	Optional
Claim End Date	MM/DD/YYYY	Optional
Patient's SSN	Other term for Patient is Claimant	Required
Patient's Last Name		Required
Patient's First Name		Required
Patient's Middle Name		Optional
Patient's Gender		Required
Patient's Date of Birth	MM/DD/YYYY	Required
Patient's City		Optional
Patient's State		Optional
Patient's Zip Code		Optional
Patient Relationship to Policy Holder	Employee, Spouse, or Dependent	Required
Dependent Suffix	Code to identify uniquely each member on the policy. Sometimes called Dependent Number or Person Code. A typical code would be "01" for the policy holder, "02" for the spouse, and "03" and higher for children.	Required
Policy Holder Number	This must be the identifier included in the Healthstat demographic file for matching claims data to the policy holder. This ID may be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID. Other terms for Policy Holder are Subscriber, Insured, and Employee.	Required
Policy Holder's SSN	Required in addition to Policy Holder Number	Required
Policy Holder's Last Name		Required
Policy Holder's First Name		Required
Policy Holder's Gender		Required

Policy Holder's Date of Birth	MM/DD/YYYY	Required
Policy Holder's Zip Code		Optional
In/Out Flag	I-Inpatient; O-Outpatient; P-Professional (physician-related)	Optional
Place of Service Code	*Please provide a separate list of place of service codes and descriptions if description is not included in file.	Required*
Service Type Code	*Please provide a separate list of service type codes and descriptions if description is not included in file. These are high-level descriptions of the service such as HEMODIALYSIS, SURGERY, MATERNITY, ANESTHESIA, X-RAY (DIAGNOSTIC), AND MEDICAL CARE (INPATIENT & OUTPATIENT). Details are provided in the CPT4 procedure codes.	Optional
Procedure Code	CPT4 Procedure Code	Required
Procedure Modifier	Standard CPT4 Modifier	Required
UB92 Revenue Code	UB92 FL42	Optional
Primary Diagnosis Code	ICD9 Diagnosis Codes	Required

Medical and Pharmacy Claims File continued. . .

Secondary Diagnosis Code		Optional
Tertiary Diagnosis Code		Optional
Quaternary Diagnosis Code		Optional
DRG (Diagnosis Related Group)		Optional
ICD9 Procedure Code	Standard ICD9 Procedure Code (different from CPT4 Codes)	Optional
UB92 Bill Type	UB92 FL4 (e.g. 111, 121, 131)	Optional
Amount Requested	Amount Requested by the pharmacy	Optional
Amount Allowed	Amount Allowed under the plan	Required
Paid Amount	Amount paid by the plan	Required
Claim Type	Drug, Dental, Vision, or Medical	Required
Provider Number (Rendering Provider)	The unique number used by the carrier to identify each provider. This may be an internal identifier or a national identifier. *At least one of the following four national IDs is also required. If it is not included in this file, then a cross-reference file must also be provided.	Required
Provider NPI	NPI number for provider	Required*
Provider UPIN	Unique Physician Identification Number	Required*
Provider DEA Number		Required*
Provider Tax ID Number		Required*
Provider Type	These are high-level descriptions of the specialty such as OPTOMETRIST, DENTAL GROUP, MD, PHYSICAL THERAPIST, HOSPICE NURSE, and URGENT CARE/WELLNESS PROGRAM/GROUP.	Required
Provider Specialty Code	*Please provide a separate list of provider specialty codes and descriptions if description is not included in file.	Required
Provider First Name	* Please send if available	Optional*
Provider Last Name	* Please send if available	Optional*
Provider Suffix		Optional
Provider Address 1		Optional
Provider Address 2		Optional
Provider City		Optional

Provider State		Optional
Provider Zip Code		Optional
Additional Data Fields Requested for Rx Claims		
Pharmacy Number		Optional
National Drug Code	NDC	Required
Drug Name		Required
Ordering Physician	DEA number of prescribing physician	Optional
Drug Quantity		Required
Generic Indicator		Required
Days Supply		Required

II. Medical Claims File Only:

Healthstat Medical Claims Fields Requested
Please include your file layout and any definitions/descriptions.
Data should be in HIPAA-compliant format wherever possible.

Description	Comment	Requirement
Group Number		Required
Subgroup Number		Required
Claim Number		Required
Service Sequence number	Line number for claim lines that belong to the same claim number	Required
Paid Date	MM/DD/YYYY - Critical	Required
Beginning Date of Service	Admit Date MM/DD/YYYY	Required
Ending Date of Service	Discharge Date MM/DD/YYYY	Required
Process Date	MM/DD/YYYY	Optional
Claim Begin Date	MM/DD/YYYY	Optional
Claim End Date	MM/DD/YYYY	Optional
Patient's SSN	Other term for Patient is Claimant	Required
Patient's Last Name		Required
Patient's First Name		Required
Patient's Middle Name		Optional
Patient's Gender		Required
Patient's Date of Birth	MM/DD/YYYY	Required
Patient's City		Optional
Patient's State		Optional
Patient's Zip Code		Optional
Patient Relationship to Policy Holder	Employee, Spouse, or Dependent	Required
Dependent Suffix	Code to identify uniquely each member on the policy. Sometimes called Dependent Number or Person Code. A typical code would be "01" for the policy holder, "02" for the spouse, and "03" and higher for children.	Required
Policy Holder Number	This must be the identifier included in the Healthstat demographic file for matching claims data to the policy holder. This ID may be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID. Other terms for Policy Holder are Subscriber, Insured, and Employee.	Required
Policy Holder's SSN	Required in addition to Policy Holder Number	Required
Policy Holder's Last Name		Required
Policy Holder's First Name		Required

Policy Holder's Gender		Required
Policy Holder's Date of Birth	MM/DD/YYYY	Required
Policy Holder's Zip Code		Optional
In/Out Flag	I-Inpatient; O-Outpatient; P-Professional (physician-related)	Optional
Place of Service Code	*Please provide a separate list of place of service codes and descriptions if description is not included in file.	Required*
Service Type Code	*Please provide a separate list of service type codes and descriptions if description is not included in file. These are high-level descriptions of the service such as HEMODIALYSIS, SURGERY, MATERNITY, ANESTHESIA, X-RAY (DIAGNOSTIC), AND MEDICAL CARE (INPATIENT & OUTPATIENT). Details are provided in the CPT4 procedure codes.	Optional
Procedure Code	CPT4 Procedure Code	Required
Procedure Modifier	Standard CPT4 Modifier	Required
UB92 Revenue Code	UB92 FL42	Optional
Primary Diagnosis Code	ICD9 Diagnosis Codes	Required
Secondary Diagnosis Code		Optional
Tertiary Diagnosis Code		Optional
Quaternary Diagnosis Code		Optional
DRG (Diagnosis Related Group)		Optional
ICD9 Procedure Code	Standard ICD9 Procedure Code (different from CPT4 Codes)	Optional
UB92 Bill Type	UB92 FL4 (e.g. 111, 121, 131)	Optional
Amount Requested	Amount Requested by the pharmacy	Optional
Amount Allowed	Amount Allowed under the plan	Required
Paid Amount	Amount paid by the plan	Required
Claim Type	Drug, Dental, Vision, or Medical	Required
Provider Number (Rendering Provider)	The unique number used by the carrier to identify each provider. This may be an internal identifier or a national identifier. *At least one of the following four national IDs is also required. If it is not included in this file, then a cross-reference file must also be provided.	Required
Provider NPI	NPI number for provider	Required*
Provider UPIN	Unique Physician Identification Number	Required*
Provider DEA Number		Required*
Provider Tax ID Number		Required*
Provider Type	These are high-level descriptions of the specialty such as OPTOMETRIST, DENTAL GROUP, MD, PHYSICAL THERAPIST, HOSPICE NURSE, and URGENT CARE/WELLNESS PROGRAM/GROUP.	Required
Provider Specialty Code	*Please provide a separate list of provider specialty codes and descriptions if description is not included in file.	Required
Provider First Name	* Please send if available	Optional*
Provider Last Name	* Please send if available	Optional*
Provider Suffix		Optional
Provider Address 1		Optional
Provider Address 2		Optional
Provider City		Optional
Provider State		Optional
Provider Zip Code		Optional

III. Pharmacy Claims File Only:

Healthstat Rx Claims Fields Requested

Please include your file layout and any definitions/descriptions.
Data should be in HIPAA-compliant format wherever possible.

Description	Comment	Requirement
Group Number		Required
Subgroup Number		Required
Rx Claim Number		Required
Prescription Sequence	Line number for claim lines that belong to the same claim number - required if used	Required
Paid Date	MM/DD/YYYY - Critical	Required
Date of service / Date Prescription Filled	MM/DD/YYYY	Required
Process Date	MM/DD/YYYY	Optional
Patient's SSN		Required
Patient's Last Name		Required
Patient's First Name		Required
Patient's Middle Name		Optional
Patient's Gender		Required
Patient's Date of Birth	MM/DD/YYYY	Required
Patient's City		Optional
Patient's State		Optional
Patient's Zip Code		Optional
Patient Relationship to Policy Holder	Employee, Spouse, or Dependent	Required
Dependent Suffix	Code to identify uniquely each member on the policy. Sometimes called Dependent Number or Person Code. A typical code would be "01" for the policy holder, "02" for the spouse, and "03" and higher for children.	Required
Policy Holder Number	This must be the identifier included in the Healthstat demographic file for matching claims data to the policy holder. This ID may be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID. Other terms for Policy Holder are Subscriber, Insured, Employee.	Required
Policy Holder's SSN	Required in addition to Policy Holder Number	Required
Policy Holder's Last Name		Required
Policy Holder's First Name		Required
Policy Holder's Gender		Required
Policy Holder's Date of Birth	MM/DD/YYYY	Required
Policy Holder's Zip Code		Optional
Pharmacy Number		Optional
National Drug Code	NDC	Required
Drug Name		Required
Ordering Physician	DEA number of prescribing physician	Optional
Drug Quantity		Required
Generic Indicator		Required
Days Supply		Required
Amount Requested	Amount requested by the pharmacy	Optional
Amount Allowed	Amount allowed under the plan	Required
Paid Amount	Amount paid by the plan	Required
Primary Diagnosis Code	ICD9 Diagnosis Codes	Optional

*Claims data cannot be processed unless the demographic data files and any claims files contain *the same* unique identifier for each covered member, including dependents.

IV. Member File:

Description	Comment	Requirement	Field Format
LastName	Employee Last Name	Required	Alpha Characters, do not include suffix Max Size: 50 characters
FirstName	Employee First Name	Required	Alpha Characters Max Size: 50 characters
MiddleName	Employee Middle Name or Initial	Optional	Alpha Characters Max Size: 50 characters
Suffix	Employee Name Suffix	Optional	Alphanumeric Max Size: 10 characters (ex: Jr, Sr, II, III, 2nd)
DOB	Employee Date of Birth	Required	Alphanumeric (numbers and slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
Gender	Employee Gender	Required	M or F Max Size: 1 character
Address1	Employee Home Address Line 1	Required	Alphanumeric Max Size: 50 characters
Address2	Employee Home Address Line 2	Optional	Alphanumeric Max Size: 50 characters
City	Employee City	Required	Alphanumeric Max Size: 50 characters
State	Employee State	Required	Alphanumeric Max Size: 2 characters
Zip	Employee Zip Code	Required	Alphanumeric (numbers and hyphen only, 5 or 9 digit zip codes) Max Size: 10 characters (ex: 12345 or 12345-6789)
Member Number	This must be the identifier included in the Healthstat demographic file for matching claims data to the member. This ID may be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID.	Required	
Relationship Code	Employee, Spouse, or Dependent	Required	Patient Relationship to Policy Holder
Dependent Suffix	Code to identify uniquely each member on the policy. Sometimes called Dependent Number or Person Code. A typical code would be "01" for the policy holder, "02" for the spouse, and "03" and higher for children.	Required	
Policy Holder Number	This must be the identifier included in the Healthstat demographic file for matching claims data to the policy holder. This ID may	Required	

Description	Comment	Requirement	Field Format
	be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID. Other terms for Policy Holder are Subscriber, Insured, Employee.		
Coverage Start Date	MM/DD/YYYY	Required	
Coverage End Date	MM/DD/YYYY	Required	
Group Number		Required	
Subgroup Number		Required	
Plan Code		Required	

When Healthstat submits claims for reporting purposes:

In the event the Claims Payor for County (TPA or Insurance Carrier) does not use the same unique identifier as County to identify each plan member, the Claims Payor must provide a cross reference file which connects each plan member on the County demographic file. This may be at an additional cost to County.