



CONFIDENTIALITY AND DATA USE AGREEMENT

This Confidentiality and Data Use Agreement ("Agreement") is entered into as of and is in effect as of the January 27, 2026 ("Effective Date") by and between Kaiser Foundation Health Plan, Inc., a California nonprofit public benefit corporation, ("KP" or "Plan") and San Bernardino County Human Services ("HS") Transitional Assistance Department ("County" or "TAD"). KP and TAD may be jointly referred to as "the Parties."

WHEREAS, KP is a managed care health plan in the state of California that provides Medi-Cal managed care services to Medi-Cal beneficiaries enrolled with KP ("Members") through its contract with the State of California Department of Health Care Services ("DHCS");

WHEREAS, TAD administers the public assistance programs in San Bernardino County, including Medi-Cal, California's Medicaid program serving low-income individuals;

WHEREAS, pursuant to DHCS guidance, KP shall provide TAD, via secure email or secure file transfer protocol (SFTP), with the required Beneficiary Contact and Demographic Information ("BCDI") twice monthly for the purposes of 1) ensuring Medi-Cal beneficiaries retain coverage in Medi-Cal, and 2) easing transitions for individuals eligible for coverage through Covered California (the "Purpose");

WHEREAS, the federal Health Insurance Portability and Accountability Act ("HIPAA") of 1996, as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, and implementing regulations at 45 CFR § 45 CFR 164.512(d)(1)(ii) establishes that a Covered Entity, such as Plan, may disclose Member Confidential Information (defined below) without authorization to a health oversight agency (such as County) for oversight activities authorized by law, including activities necessary for appropriate oversight of: "(ii) Government benefit programs for which health information is relevant to beneficiary eligibility";

WHEREAS, the Parties desire to enter into this formal agreement to affirm the non-disclosure and confidentiality obligations related to the Parties' access to, use and disclosure of the other Party's confidential and proprietary information, including, but not limited to personally identifiable information ("PII") protected under state and federal privacy and security rules and regulations, including HIPAA, as amended by the HITECH Act, and implementing regulations on privacy and security found at 45 C.F.R. Parts 160 and 164, as the same may be amended from time to time; and

NOW, THEREFORE in consideration of the mutual promises and covenants set forth herein, the adequacy, sufficiency and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purpose and Scope. In furtherance of the Purpose, the Parties acknowledge and agree that each Party will have access to certain confidential and proprietary information of the other Party that is not generally available to the public ("Confidential Information"), including PII and updated Medi-Cal beneficiary contact and demographic information.

2. General Use and Disclosure of Confidential Information. Neither Party shall use or disclose Confidential Information of the other Party, directly or indirectly, for any reason other than



solely in support of the Purpose. The Parties understand and agree to hold in strictest confidence and protect all Confidential Information, whether written, oral, electronic or any other media or form. The Parties agree not to disclose any Confidential Information to third parties outside the scope of the Purpose of this Agreement: (a) without the other Party's prior, written permission; or (b) unless required under law or regulation, whereupon the disclosing Party shall promptly notify the other Party of such requirement to disclose. Under no circumstances shall a Party disclose Confidential Information to the other Party's competitors or sell or commercialize the other party's Confidential Information. Other than in support of the Purpose, the Parties agree not reproduce, reidentify, or otherwise duplicate or disseminate any Confidential Information without prior written authorization from the other Party. The Parties, respectively, shall not reverse engineer, disassemble or decompile any formulas, prototypes, software or other tangible objects which embody any Confidential Information, if applicable. Each Party expressly understands and agrees that it shall be responsible for any violation of these provisions. These obligations shall survive termination of this Agreement.

3. Use and Disclosure of Member Confidential Information. The Parties shall disclose to each other only the minimum necessary data to support the Purpose. All such data shall be exchanged consistent with the privacy and security protocols that the other Party provides and otherwise makes known to the other Party. Each Party agrees that it will not disclose PII or any other Member Confidential Information of the other Party's members internally except on a need-to-know basis and shall require its agents, employees, representatives, and contractors to comply with the obligations under this Agreement. In addition to its other obligations under the Agreement, the Parties shall refrain from disclosing such Member Confidential Information to any third Party outside of the scope of the Purpose of this Agreement and shall take good faith measures to maintain the confidentiality of Member Confidential Information. Each Party shall notify the other Party immediately in the event any activities of a Party and its employees that violate the privacy Regulations. These obligations shall survive termination of this Agreement.

4. Compliance with Laws Governing Disclosure of Member Confidential Information.

While KP is a covered entity under HIPAA, the County is not required to be the business associate of KP, if the activities of the County Department/Agency are limited to determining eligibility for, or enrollment in, Medi-Cal. Nevertheless, it is the intention of the parties to protect the privacy and security of Medi-Cal PII and the rights of Medi-Cal applicants and beneficiaries in a manner that is consistent with HIPAA and other laws that are applicable. It is not the intention of the parties to voluntarily subject the County to federal HIPAA jurisdiction where it would not otherwise apply, and KP does not assert any authority to do so.

5. Term and Termination.

a. Term. This Agreement shall be effective as of January 27, 2026 through January 31, 2027 unless terminated as provided herein. This agreement may be extended for two (2) additional one (1) year periods by mutual agreement of the parties.

b. Termination without cause. Either Party may terminate this Agreement without cause upon thirty (30) days advance written notice.

c. Termination with cause. Upon either Party's knowledge of a material breach by another Party, the Party may either (i) provide an opportunity for the other Party to cure the breach or end the violation within 30 days subject to Section 5(d); or (ii) immediately terminate this Agreement if



the Party believes the breach cannot be cured.

d. Temporary termination of access to Confidential Information. Each Party reserves the right to temporarily and immediately terminate another Party's access to Confidential Information at any time if the Party becomes aware that another Party has suffered a Breach as that term is defined by HIPAA or has violated any of the terms of this Agreement, including without limitation accessing any information that a Party would not otherwise be authorized to receive pursuant to this Agreement, improperly disclosing Confidential Information, or otherwise failing to abide by the appropriate policies and procedures outlined in this Agreement. Access will be restored once the Breach is cured and/or adequate assurances have been provided that the breaching Party has resumed compliance with the terms of this Agreement.

6. Return of Confidential Information and Materials. Under any circumstances, the Parties shall extend any and all protections, limitations and restrictions contained in this Agreement to the other Party's use and/or disclosure of Confidential Information retained after the expiration or termination of this Agreement. The provisions of this section shall survive expiration or termination of this Agreement.

7. Change in Law. The parties agree that if there is a change in law that makes any provision of this Agreement inconsistent with current law or regulation, relating to the confidentiality or privacy of personal information, or otherwise, that provision shall not be effective, and the parties agree to negotiate in good faith to amend this Agreement so that it remains consistent with the change in law.

8. Indemnification. Each Party agrees to indemnify, defend (with counsel approved by the other ("Indemnitee")), and hold harmless the other and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement, but only to the extent actually caused by the negligent acts, errors or omissions of the indemnifying Party and its authorized officers, employees, agents, and volunteers, and for any costs or expenses incurred by Indemnitee on account of any claim except where such indemnification is prohibited by law.

If the Parties are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, each Party shall indemnify the others to the extent of its comparative fault as determined in a legal action.

9. Remedies. The Parties acknowledge and agree that damages may not be an adequate remedy in the event of a breach of this Agreement. Without prejudice to the rights and remedies otherwise available to Disclosing Party, if there is a breach or threat of breach of any of the provisions of this Agreement by the Receiving Party, Disclosing Party shall be entitled to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach without the necessity of posting any bond or other security. Receiving Party shall notify Disclosing Party in writing immediately upon Receiving Party's becoming aware of any such breach or threatened breach.

10. Notice. All notices and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received, if sent by a nationally recognized overnight courier (with written confirmation of receipt); (c) on the date sent by facsimile or e-mail of a PDF document (with written confirmation of transmission), if sent during normal business hours, and on the next business day, if sent after normal business hours of the recipient; or (d) on the



third day after the date mailed, by certified or registered mail, confirmation of delivery or return receipt requested, postage prepaid. Such communications shall be sent to the addresses provided below (or such other address designated by a Party in compliance with this Section).

If to KP: Kaiser Foundation Health Plan, Inc.
 Celia Williams, Executive Director, Medicaid Care Delivery and Operations
 393 E. Walnut Street
 Pasadena, CA 91188
 Celia.M.Williams@kp.org

If to County: San Bernardino County
 Human Services
 Attn: Contracts Unit
 150 S. Lena Road
 San Bernardino, CA 92415
 HSASDContractsUnit@hss.sbccounty.gov

11. Assignment; Binding on Successors. Neither Party may assign this Agreement or its obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding on any successor-in-interest of a Party.

12. Relationship of the Parties. Nothing in this Agreement is intended to create nor shall it be construed to create between the Parties a relationship of principal, agent, contractor, independent contractor, employee, partnership, joint venture or association. Neither Party has authorization to enter into any contracts, pay the other for any tasks or deliverables provided, assume any obligations or make any warranties or representations on behalf of the other.

13. Subcontractors. Neither Party shall enter into any subcontracting arrangement for the performance of any obligations contemplated under this Agreement without the prior written consent of the other Party. Additionally, each Party shall require any of its subcontractors that acquire, access, disclose, or use Confidential Information to comply with the terms and conditions of this Agreement and indemnify the other Party to the same extent required by Section 8 above.

14. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

15. Entire Agreement. This Agreement, which includes all attachments and all documents that are incorporated by reference, contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by both Parties.

16. Attorney Fees. The Parties shall bear their own costs and attorneys' fees incurred in connection with this Agreement.

17. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. The federal or state courts located in the State of



California shall have jurisdiction to hear any dispute under this agreement.

18. Waiver. No waiver by either Party of any specific default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver shall be effective unless it is in writing and signed by the waiving Party.

19. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Addendum will remain in full force and effect.

20. Annual Review. The Parties agree to conduct an annual review of this Agreement to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required.

21. Amendment. This Agreement may only be amended or modified by the Parties through a writing executed by the Parties.

22. Authority. The individuals signing this Agreement for the Parties represent and warrant that they are authorized to sign this Agreement on behalf of the Parties and to bind the Parties to the performance of their obligations hereunder.

(Signature page follows)



This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the Parties have caused this Confidentiality and Data Use Agreement to be executed by their respective duly authorized representatives.

Kaiser Foundation Health Plan, Inc.

**San Bernardino County
Transitional Assistance Department**

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: Celia Williams

Name: James LoCurto

Title: Executive Director, Medicaid Care
Delivery and Operations

Title: Director

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN
OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By: _____
Deputy

Exhibit A

Data Sharing to Support Eligibility Determinations. DHCS has instructed counties to accept updated beneficiary contact information from Medi-Cal Managed Care Plans (MCPs). DHCS has provided instruction to MCPs about strategies that must be used by MCPs in collaboration with counties.

1. KP shall provide TAD, via secure email or secure file transfer protocol (SFTP), with the required BCDI elements in the Updated Medi-Cal Beneficiary Contact and Demographic Information Template (Exhibit A-1), twice per month, which includes but is not limited to the following:
 - a. Consent Given to Share (Y/N)
 - b. Client Identification Number (CIN)
 - c. Case Number
 - d. Aid Code
 - e. Date of Birth
 - f. Last Name
 - g. First Name
 - h. New First Name
 - i. New Last Name
 - j. Update All Household Members (Y/N)
 - k. Name of Household Members Update Applies To
 - l. Previous Residential Address/Line 1
 - m. Previous Residential Address/Line 2
 - n. Previous Residential City
 - o. Previous Residential State
 - p. Previous Residential Zip code
 - q. New Residential Address/Line 1
 - r. New Residential Address/Line 2
 - s. New Residential City
 - t. New Residential State
 - u. New Residential Zip Code
 - v. Previous Mailing Address/Line 1
 - w. Previous Mailing Address/Line 2
 - x. Previous Mailing City
 - y. Previous Mailing State
 - z. Previous Mailing Zip Code
 - aa. New Mailing Address/Line 1
 - bb. New Mailing Address/Line 2
 - cc. New Mailing City
 - dd. New Mailing State
 - ee. New Mailing Zip Code
 - ff. Is Address Temporary (Y/N)
 - gg. Previous Home Phone
 - hh. Previous Work Phone
 - ii. Previous Cell Phone
 - jj. New Home Phone

- kk. New Work Phone
- ll. New Cell Phone
- mm. Previous Email Address
- nn. New Email Address
- oo. Additional Information
- pp. Effective Date of Information

2. The County shall not disclose any PII to KP without a signed authorization to release information from the customer, or as otherwise required by law.

3. **Updated KP and County Points of Contact.** Both KP and County shall ensure their primary and secondary points of contact (POC) are up-to-date any time changes arise, as follows:

- a. Contact the County or KP's primary and secondary POC via email, within ten (10) business days once an update is known.
- b. KP shall update the POC information on the Updated Medi-Cal Beneficiary Contact and Demographic Information Template when sending the next scheduled list of beneficiary updates to the county.
- c. KP and County shall also provide POC updates to DHCS via email at dhcspocupdates@dhcs.ca.gov, within the same 10 business day timeframe once changes are known.



Exhibit A-1

MCP CONTACT NAME:
MCP CONTACT PHONE:
MCP EMAIL:
BACK-UP CONTACT:

Updated Medi-cal Beneficiary Contact and
Demographic Information Template
MONTH:
Email Contact Updates to:
dhcspocupdates@dhcs.ca.gov

COUNTY CONTACT NAME:
COUNTY CONTACT PHONE:
COUNTY EMAIL:
BACK-UP CONTACT:
SAMPLE

CONSENT GIVEN TO SHARE <input type="checkbox"/> Y/N	SCIN <input type="checkbox"/>	CASE NUMBER <input type="checkbox"/>	AID CODE <input type="checkbox"/>	DATE OF BIRTH <input type="checkbox"/>	LAST NAME <input type="checkbox"/>	FIRST NAME <input type="checkbox"/>	NEW FIRST NAME <input type="checkbox"/>	NEW LAST NAME <input type="checkbox"/>	UPDATE ALL HOUSEHOLD MEMBERS <input type="checkbox"/>
SAMPLE					SAMPLE				