



**DATA SHARING AGREEMENT
BETWEEN
PARTNERSHIP HEALTHPLAN OF CALIFORNIA
AND
COUNTY OF HUMBOLDT**

RECITALS

WHEREAS, Partnership HealthPlan of California (PHC) is a county organized health system (COHS) contracted with the State of California Department of Health Services to develop and maintain a health delivery system for assigned Medi-Cal Beneficiaries (Members) in several counties in Northern California.

WHEREAS, County of Humboldt (County) is a public, county government agency contracted with the Department of Health Care Services (“DHCS”) for the provision of services to Medi-Cal beneficiaries in Humboldt County.

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

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

WHEREAS, to ensure the integrity, security, and confidentiality of such data and to permit only appropriate disclosure and use as may be permitted by law, PHC and County of Humboldt, by and through its Department of Health and Human Services – Behavioral Health (also referred to as “Party”, “Parties”) enter into this Agreement to comply with the following specific sections. This Agreement shall be binding on any successors to the Parties.

AGREEMENT FOR DISCLOSURE AND USE OF DATA AND DOCUMENTS

1. This Agreement is by and between Partnership HealthPlan of California (PHC) and County of Humboldt, by and through its Department of Health and Human Services – Behavioral Health, and is effective the last date of signature of this Agreement.
2. This Agreement addresses the conditions under which the Parties will disclose and the User(s) of each Party will obtain and use Medi-Cal data file(s). This Agreement supplements any agreements between the Parties with respect to the use of information from data and overrides any contrary instructions, directions, agreements, or other understandings with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the Parties entering into a new agreement. The Parties agree further that instructions or interpretations issued to the User(s) of each Party concerning this Agreement, and the data specified herein in any Exhibits to be shared, shall not be valid unless issued in writing by the each Party’s point-of-contact specified in Section 4 or the signatories to this Agreement.
3. The parties mutually agree that the following named individuals are designated as “Custodians of the Files” on behalf of the user(s) and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use or disclosure. The Parties agree to notify the other Party within fifteen (15) days of any change to the custodianship information.

Partnership HealthPlan of California
Name of Custodian of Files Title/Component Kirt Kemp, CIO
Company Address 4665 Business Center Dr.
City/State/Zip Fairfield, CA 94534
Phone Number/Email Address 707-863-4103 / kkemp@partnershiphp.org

County of Humboldt
Name of Custodian of Files Title/Component Scott Irvin, Medical Records Manager
Company Address 507 F Street
City/State/Zip Eureka, California, 95501
Phone Number/Email Address 707 388 6716 / sirvin@co.humboldt.ca.us

4. The Parties mutually agree that the following named individual(s) will be designated as “point-of-contact” for the Agreement on behalf of each Party.

Partnership HealthPlan of California
Name of Designated Individual and Title Elizabeth Gibboney, CEO
Direct Phone Line 707-863-4232
Direct Email Address Direct Email Address egibboney@partnershiphp.org

County of Humboldt
Name of Designated Individual and Title Emi Botzler-Rodgers, Behavioral Health Director
Direct Phone Line 707 268 2998
Direct Email Address ebotzler-roddgers@co.humboldt.ca.us

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

Exhibit A-1 – Behavioral Health (Inbound Data)

Exhibit A-2 – Behavioral Health (Outbound Data)

This Agreement will terminate on, whichever occurs first, December 31, 2028 or on the date PHC terminates the Provider Agreement with County of Humboldt, or when the Parties agree the data sharing is no longer needed as part of continuing healthcare operations, as set forth in this Agreement.

6. The data specified in this Agreement constitutes Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from PHC containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”) enacted as part of the American Recovery and Reinvestment Act of 2009, (collectively, “the HIPAA Rules”), California Confidentiality of Medical Information Act, California Health and Safety Code 1280.15, California Civil Code § 56 et. seq., and California Civil Code 1798 et. seq., 42 CFR Part 2, and the provisions of other applicable federal and state law. The User(s) specifically agree they will not use the data for any purpose other than that authorized in this Agreement. The User(s) also specifically agree they will not use either Parties’ data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than each Party as provided herein.
7. The following definitions shall apply to this Agreement. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
 - a. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, the Final Omnibus Rule, and the California Information Practices Act.
 - b. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer, or health care clearinghouse, and relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
 - c. Personal Information (PI) shall have the meaning given to such term in Civil Code section 1798.29.
 - d. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
 - e. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas, or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that

require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

- f. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
 - g. Unsecured PHI shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h), the HIPAA regulations and the Final Omnibus Rule.
8. The Parties represent and warrant that, except as authorized in writing and agreed upon by both Parties, the User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company, or organization. The Parties agree that, within each Party's organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals (User(s)) necessary to achieve the purpose stated in this Agreement or its Exhibits and to those individuals on a need-to-know basis only. The user(s) shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. The user(s) shall not use the information to identify or contact any individuals.
 9. The Parties agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA and the HITECH, and the Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The Parties also agree to provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies. The Parties also agree to ensure that any agents, including a subcontractor, to whom they provide either Parties' data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the Parties with respect to such information.
 10. The Parties acknowledge that in addition to the requirements of this Agreement they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164 of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et. seq., and the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order. The Parties also agree to ensure that any agents, including a subcontractor, to whom they provide either Parties' data, agree to the same restrictions and conditions that apply to each Party with respect to such information.
 11. The Parties agree to report to the other any use or disclosure of the information not provided for by this Agreement of which it becomes aware, immediately upon discovery, and to take further action regarding the use or disclosure, including, without limitation, providing the other party with an updated Privacy Incident Report within ten (10) days after the occurrence of such unauthorized use or disclosure and a final Privacy Incident Report once the investigation regarding the unauthorized use or disclosure is complete.

12. The Parties agree to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, the Parties shall observe the following requirements:
 - a. The Parties shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose data; and
 - b. The Parties shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed, or to utilize a training platform that will generate a certificate of completion that includes the employee's name and date the training was completed.
13. From time to time, PHC may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books, and records of County of Humboldt to monitor compliance with this Agreement. County of Humboldt shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the PHC Privacy Officer in writing. The fact that PHC inspects, or fails to inspect, or has the right to inspect, County of Humboldt facilities, systems and procedures does not relieve County of Humboldt of their responsibility to comply with this Agreement.
14. From time to time, County of Humboldt may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of PHC to monitor compliance with this Agreement. PHC shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the County of Humboldt Privacy Officer in writing. The fact that County of Humboldt inspects, or fails to inspect, or has the right to inspect PHC facilities, systems and procedures does not relieve PHC of its responsibility to comply with this Agreement.
15. The Parties acknowledge that penalties under 45 CFR, parts 160, 162, and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. The User(s) further acknowledge that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the User(s), or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
16. By signing this Agreement, the Parties agree to abide by all provisions set out in this Agreement and for protection of the data file(s) specified in this Agreement, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, the Parties agree that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of data may result in denial of access to data to the Party in breach of the Agreement.
17. This Agreement shall remain in effect both during the term of the project, and during continuing operations of the project defined in any of its Exhibits. If there comes a time when there is no longer a requirement for the data sharing to continue, then this Agreement will terminate, and at that time all data provided by either Party must be destroyed, in accordance with 45 CFR Parts 160 and 164 of the HIPAA regulations and a certificate of destruction sent to the other Parties representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to the other Party. All representations, warranties, and certifications shall survive termination.

18. Termination for Cause. Upon a Party’s knowledge of a material breach or violation of this Agreement by the other Party, said Party may provide an opportunity for the breaching Party to cure the breach or end the violation and may terminate this Agreement if the breaching Party does not cure the breach or end the violation within the time specified by said Party, said Party may terminate this Agreement immediately if the breaching Party breaches a material term and said Party determines, in its sole discretion, that a cure is not possible or available under the circumstances. Upon termination of this Agreement, the breaching Party must destroy all PHI and PI in accordance with 45 CFR Parts 160 and 164 of the HIPAA regulations. The provisions of this Agreement governing the privacy and security of the PHI and PCI shall remain in effect until all PHI and PI is destroyed or returned to said Party.

19. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.

On behalf of PHC and County of Humboldt the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA “PHC”**

COUNTY OF HUMBOLDT

By: _____

By: _____

Name: _____

Name: Emi Botzler-Rodgers

Title: _____

Title: Behavioral Health Director

Date: _____

Date: _____

EXHIBIT A-1
BEHAVIORAL HEALTH
Partnership HealthPlan of California (PHC) Request for County Data (Inbound)

Background

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

Purpose

The purpose of PHC’s request for County data is to receive data of shared clients so it can be used to improve quality of care, reduce cost of care, and improve efficiency and coordination of care with the help of most current summary of care records and enhanced quality of reporting and analytics and meet the requirement of CalAIM. In order to meet the requirements of CalAIM the data set may be expanded and will need to meet the United States Core Data (USCDI) standard set under Interoperability between parties as applicable and appropriate per law.

Scope

The scope of PHC’s request for County Data includes the following list of data types as applicable to Specialty Mental Health and substance use treatment services rendered by the County of Humboldt to PHC members. Following patient matching of data received from PHC master client index for Humboldt Medi-Cal beneficiaries to the behavioral health active client list, the County of Humboldt will send list of shared patients and data as specified in this Exhibit A-1 to PHC in formats and methods mutually agreed upon. PHC will send data specified in Exhibit A-2 of this Agreement for shared patients. This data will be provided through the shared participation in a Health Information Exchange (SacValley MedShare) to achieve these stated purposes. The data received will be stored and transmitted in a manner consistent with all applicable State and Federal regulations.

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

EXHIBIT A-2
BEHAVIORAL HEALTH
County of Humboldt’s Request (Outbound) for Patient Data

Background

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

Purpose

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

Scope

The scope of the County of Humboldt request for patient and utilization data include the following data sets as applicable to services rendered to PHC members by the County of Humboldt. PHC will send the data to the County of Humboldt in formats and methods mutually agreed upon through the shared participation in the Health Information Exchange. In order to meet the requirements of CalAIM the data set may be expanded and will need to meet the United States Core Data (USCDI) standard set under Interoperability between parties as applicable and appropriate per law.

Req #	Type of Data	Examples
1	Utilization Data (Medical Claims & Encounters for inpatient admits, ED visits, outpatient visits)	<ul style="list-style-type: none"> • Member CIN • Member Last Name • Member First Name • Member DOB • Member Sex • Member Zip Code • Member Race/Ethnicity • Member last eligible date • Aid Code • Primary Care Provider (PCP) • ECM provider (if enrolled in ECM) • Date of ED visit or hospital admission; date of discharge (for admissions) • Up to 10 diagnoses for the encounter (primary diagnosis listed first) • For ED visits and PCP visits: Top 4 CPT codes for visit. • Name of hospital and ID number for ED admission/Inpatient admits • For outpatient encounters: name of provider and ID number of provider. • Encounter Alerting-ADT’s of members for Behavioral Health Diagnoses
2	Member Data	<ul style="list-style-type: none"> • CIN • Member Last Name

		<ul style="list-style-type: none">• Member First Name• Member DOB• Sex• PCP ID (PHC assigned ID)• PCP Name• Homeless Status• Eligibility Date Range
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