

DATA SHARING AGREEMENT

This Data Sharing Agreement (“DSA” or the “Agreement”) is entered into between the Department of Health Care Services (“DHCS”) and San Bernardino County on behalf of Arrowhead Regional Medical Center (“USER”) (each a “Party” and collectively, the “Parties”) and is effective beginning November 1, 2022 (“Effective Date”). The Parties agree as follows:

1. BACKGROUND AND DATA COVERED BY THIS DSA

Both Parties are “covered entities,” as such term is defined under the Health Insurance Portability and Accountability Act (“HIPAA”) and enter this Agreement with the understanding that each is independently obligated to abide by the rules of HIPAA. This Agreement is intended to support the respective program activities of the Parties and does not make either Party a business associate of the other.

The parties mutually agree, and in furnishing data files hereunder DHCS relies upon such agreement, that such data file(s) will be used solely for the following purpose:

The Global Payment Program (GPP) is a Medi-Cal waiver program that provides funding to public health care systems (PHCS) for services provided to the uninsured population. Hospitals participating in GPP receive value-based payment for qualifying services provided to the uninsured and state-only populations. GPP hospitals are required to provide encounter data to the GPP team each year to certify these qualifying services. This agreement is to provide GPP hospitals with a list of individuals qualifying for state-only reimbursement, by calendar year and month, for assistance in identifying GPP-qualifying encounters.

2. TERM

The DSA shall terminate at the time of completion of the project, which is described in Section 1, or three years after the date it is executed, whichever event occurs sooner.

3. CONFIDENTIALITY AND USE OF COVERED DATA

- (a) Each Party acknowledges and agrees that, in connection with the sharing and use of the Data under this DSA, each Party shall abide by its obligations under applicable laws relating to protected health information, including but not limited to applicable provisions of HIPAA and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 and the California Information Practices Act (Civil Code §1798, et seq.).
- (b) USER shall only access the Data received pursuant to this Agreement to the extent necessary for the purpose as described in Section 1 of this Agreement and shall not use the Data for any other purpose unless authorized in writing by DHCS.

4. DATA SHARING LOGISTICS

- (a) DHCS will provide USER with the Data described in Section 1 through a Secure File Transfer Process with an encryption methodology, as approved by DHCS.
- (b) Upon termination of this Agreement, to the extent USER retains any Data provided by DHCS under this Agreement, the terms of this DSA shall govern, notwithstanding the term provided in Section 2.

5. LIABILITY AND DISPUTES

- (a) This DSA shall not give rise to any affirmative or binding obligation, duty, claim or liability of any kind by either Party to the other that is outside the scope of DSA.
- (b) This DSA is not intended to and does not inure to the benefit of any third party and does not create any rights in or for any third party.

6. ADDITIONAL PROVISIONS

- (a) **Modification.** This DSA may be modified only by a written agreement signed by the Parties.

- (b) **Counterparts and Electronic Signatures.** This DSA may be executed in one or more counterparts, each of which shall be treated as an original. The facsimile, email, or other electronically delivered signature of a Party shall be deemed to constitute an original signature, and facsimile or electronic copies of this DSA shall be deemed to constitute duplicate originals.
- (c) **Merger Clause.** This DSA constitutes the entire understanding of the Parties as it relates to data sharing under this DSA and merges all prior discussions, agreements, and understandings into it. No prior agreement, oral or otherwise, regarding the subject matter of this DSA shall be deemed to exist or to bind the Parties. The Parties may also be party to a Trading Partner Agreement between them, and possibly other agreements. This Agreement does not merge or modify any of those other agreements.

CA Department of Health Care Services

USER

Name: Katie Brooks

Name: _____

Title: Division Chief, Safety Net Financing Division

Title: _____

Date: _____

Date: _____

Signature

Signature