



Health Plan, Medical Group, or Independent Practice Association Data Sharing Agreement

This Data Sharing Agreement is hereby executed between the California Immunization Registry (hereinafter known as "CAIR2") and _____ (a Health Plan, Medical Group, County Health Authority, or Independent Practice Association, hereinafter known as "Health Plan") for the exchange of immunization information.

CAIR2 is the immunization information system ("Immunization Registry") serving California and is part of the California Department of Public Health (CDPH).

Per Health and Safety Code section 120440, Health Plans may use the information in CAIR2 to facilitate payments to health care providers, to assess the immunization status of their clients, and to tabulate statistical information on the immunization status of groups of enrollees, without including enrollee-identifying information in these tabulations.

Purpose

The Health Plan wishes to access CAIR2 to obtain enrollee immunization information from CAIR2 for the purpose of quality measurement and improvement (e.g., HEDIS). This data sharing will be implemented in two ways:

1. Secure electronic transfer of immunization information on enrollees between CAIR2 and Health Plan in a standard format on a mutually agreeable schedule based on periodic submission to CAIR2 of an enrollee list containing Health Plan unique identifiers for each enrollee.
2. Read-only access to CAIR2 given to Health Plan to search and review immunization information on its enrollees.

Responsibilities

CAIR agrees to:

- Maintain the confidentiality of enrollee information submitted by the Health Plan as set forth in California Health and Safety Code section 120440.
- Using individual identifiers for enrollee matching purposes, allow secure submission of enrollee immunization information back to Health Plan upon request. Format for input files and output files can be found on the [CAIR2 Health Plan User](#) page.
- Provide password-protected read-only access, training, and Help Desk support for authorized individuals within Health Plans to search and review individual immunization information on their enrollees.
- Provide accurate and complete immunization information to the best of its ability with the understanding by the Health Plan that the immunization information contained in CAIR2 is provided directly by authorized clinical users of CAIR2.
- Provide a CAIR2 contact person for Health Plan staff to receive CAIR information and support.

Health Plan agrees to:

- Provide a secure electronic file containing individual identifiers of enrollees for data matching purposes. The files will be in the format and contain the information described on the [CAIR2 Health Plan User](#) page.
- Access immunization information in CAIR2 only for enrollees that Health Plan has legal rights to access either directly through agreement with enrollees or through agreement with the health care providers serving these enrollees or as otherwise allowed by law.
- Provide accurate and complete information to the best of its ability, with the understanding that the immunization information contained in CAIR2 is provided directly by authorized users of CAIR2.
- Provide a contact person responsible for coordination of the Health Plan's CAIR2-related activities.

Modifications

This Data Sharing Agreement may be amended at any time by mutual written agreement of the parties. It is understood that modifications may need to be made based on changes in Federal or State laws, local needs, or requirements of CAIR2 and/or Health Plan, or as part of CAIR2's contract with CDPH.

Termination Of This Data Sharing Agreement

This Agreement shall become effective on the signature date recorded herein and remain in effect indefinitely unless terminated by either party. Either party may terminate this MOU at any time with thirty (30) days advance written notice.

Access to and use of the immunization information in CAIR2 by the Health Plan is subject to California laws related to Immunization Registries and the protection of confidential enrollee medical information and the terms and conditions described above. Violation of this agreement by the Health Plan may result in suspension or termination of access to and use of CAIR2. In the event of termination, all enrollee immunization information will remain in CAIR2 and all responsibilities regarding the use of data as specified in Health and Safety Code Section 120440 will continue to be in effect.

Security

The confidential information received pursuant to this Agreement will be maintained in accordance with standard and required security practices and safeguards to: (i) ensure the security and confidentiality of data; (ii) protect against any anticipated threats or hazards to the security and confidentiality of data; and (iii) protect against unauthorized access to or use of the data. For purposes of this Agreement, all information and data will be protected in accordance with applicable law; including, but not limited to, compliance with all applicable state and federal laws and regulations.

Hold Harmless

Each party to this Agreement shall be solely responsible for the acts and omissions of its own officers, employees, and agents in the performance of this Agreement. Neither party to this Agreement will be responsible for the acts and omissions of the other party to this Agreement.

[continued on next page]

This Agreement, by and between **CAIR2** and

(Health Plan Name)

(Health Plan Address)

is entered into this _____ day of _____ (month) _____ (year)

Authorized Health Plan Representative:

Name

Title

Signature

Date

Authorized CAIR2 Representative:

Name

Title

Signature

Date

Send all correspondence to:
California Immunization Registry (CAIR)
Immunization Branch
850 Marina Bay Parkway
Richmond, CA 94804
Fax: (510)-620-3774
CAIRHelpDesk@cdph.ca.gov