

SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 6/1/05
Department Name: Public Health
Department No.: 041
Agenda Date: 06/21/05
Placement: Administrative
Estimate Time: N/A
Continued Item: No
If Yes, date from:

TO: Board of Supervisors

FROM: Elliot Schulman, MD, MPH, Director and Health Officer
Public Health Department

STAFF CONTACT: Maxyne Strunin, MA, PHN, RN
Immunization Program Administrator
681-5462

SUBJECT: Central Coast Immunization Registry (CCIR) Provider Standard Agreements

Recommendations:

That the Board of Supervisors:

Authorize the Director of the Public Health Department to execute three-year provider agreements for the use of the Central Coast Immunization Registry using the template CCIR Standard Agreement approved by County Counsel.

Alignment with Board Strategic Plan:

The recommendations are primarily aligned with:

- Goal No. 1. An Efficient Government Able to Respond Effectively to the Needs of the Community.
- Goal No. 2. A Safe And Healthy Community In Which To Live, Work, And Visit.
- Goal No. 7. A Community that Fosters the Safety and Well-Being of Families and Children.

Executive Summary and Discussion:

On August 21, 2001, the Board executed an agreement with the State for the Public Health Department to operate a regionalized immunization registry information system with Ventura and San Luis Obispo counties. Since that time the County has operated the Central Coast Immunization Registry (CCIR) in its County Health Clinics and developed a web version of the registry software for use by community health centers and private providers.

On February 25, 2003 the Board authorized the Director of the Public Health Department to execute one year CCIR Standard Agreements with private physicians for use of the Central Coast Immunization Registry.

The Board is requested to authorize the Director of the Public Health Department to execute three year Central Coast Immunization Registry Provider Standard Agreements with providers. These providers include private physicians, community health centers, schools, childcare centers, WIC, health care plans,

CalWorks, the Department of Social Services or other appropriate entities. This authorization is contingent upon the State continuing to fully fund the direct costs of the Central Coast Immunization Registry.

The attached template has been approved by County Counsel and outlines the responsibilities of providers and the County in using the web version of the Central Coast Immunization Registry. Using the template assures that providers who participate in the immunization registry share personal health information for treatment purposes only in compliance with the Health Information Portability and Accountability Act (HIPAA).

The agreement language allows for termination by either party with thirty day written notice.

Immunization information systems have been developed nationally, at both state and county levels, to increase immunization compliance, identify areas of need, and decrease the occurrence of over-immunization. Immunization rates are commonly used to determine the quality of health care that children are receiving.

Mandates and Service Levels:

The CCIR is a non-mandated project within the mandated immunization program.

Health & Safety Code 120440 authorizes local health officers to operate immunization information systems and to disclose or share certain prescribed immunization-related information concerning individual patients with specific health care providers and service providers.

Fiscal and Facilities Impacts:

This is an agreement for the health providers to share immunization information. Therefore, there is no fiscal impact associated specifically with the execution of these provider agreements. The Public Health Department does receive State funding to participate in the support of this project. The State reimburses for direct costs only. Departmental and County A87 Plan overhead, estimated at \$43,476 annually, is not recoverable. The Public Health Department will continue to use existing General Fund Contribution for these unrecoverable amounts. The Disease Control and Prevention Cost Center, found on Page D-192, will remain unchanged.

Special Instructions:

Please return a copy of the minute order to PHD Contracts Unit, 300 North San Antonio Road, Building 8, Santa Barbara, CA 93110 **Attn: Margaret Granger (805) 681 5367.**

Concurrence: None required.



San Luis Obispo County
Immunization Program
PO Box 1489
San Luis Obispo CA 93406
Phone 805-237-3105
Fax 805-237-3057

Santa Barbara County
Immunization Project
2125 S Centerpointe Drive
Third Floor Room 314
Santa Maria CA 93455
Phone 805-346-8420
Fax 805-346-7232

Ventura County
Immunization Program
2240 Gonzalez Road, Suite 250
Oxnard CA 93030
Phone 805-981-5211
Fax 805-981-5210

**Central Coast Immunization Registry (CCIR) Provider Standard Agreement
Between
Santa Barbara County Public Health Department
And
Provider**

This Agreement (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and provider, having its principal place of business at address & zip code (hereafter PROVIDER) wherein COUNTY agrees to provide and PROVIDER agrees to accept participation in the Central Coast Immunization Registry (hereafter referred to as "CCIR"). The CCIR is an interagency of Santa Barbara, San Luis Obispo and Ventura counties with the goal of improving the health of the community by providing a mechanism to assist with assuring that all children receive appropriate immunization.

1. **Designated Representatives and Notices.** Changes in designated representatives shall be made only after advance written notice to the other party. Any notice required under this Agreement shall be give to the Designated Representatives in writing, by first class mail, postage prepaid, or otherwise delivered as follows to:

To COUNTY: Maxyne Strunin, Immunization Program Administrator
Santa Barbara County Public Health Department
2125 S. Centerpointe Parkway, 3rd floor, Room 314
Santa Maria, CA 93455
Telephone number: (805) 346-8420
Fax number (805) 346-7232 (Fax)
Email: maxyne.strunin@sbcphd.org

To PROVIDER: Title
Provider
Address
City, CA zip code
Telephone number: (805)
Fax number: (805)
Email:

2. **Term and Termination.** The COUNTY shall commence performance on date and end performance upon completion, but no later than three years after commencement, on date, unless otherwise directed by COUNTY or unless earlier terminated. Either party may terminate this Agreement with thirty (30) days written notice. All confidentiality obligations of the parties accrued through the date of termination shall continue in full force and effect.

3. **Scope of Services.** COUNTY agrees to provide these services to PROVIDER:
 - A. Initial training and user support for Provider/Agency.
 - B. Help Desk and CCIR-related user support.
 - C. User support materials to PROVIDER for newly developed registry features or troubleshooting functions as they become available.
 - D. Periodic quality assurance measurements to assess the quality of data entry and make necessary recommendations for improvement.

4. **Compensation.** COUNTY shall provide services at no cost to PROVIDER.

5. **Responsibilities of PROVIDER.** PROVIDER agrees to accept these responsibilities:
 - A. Supply the computer hardware/software and Internet connection needed to access the CCIR.
 - B. Use the registry in assessing patients' immunization status and determining vaccines that are due.
 - C. Develop and implement an operational plan for ensuring timely data entry and effective integration of the automated tracking system into the provider's immunization delivery process.
 - D. Schedule training for providers/staff on using the CCIR software.
 - E. Document and report all software problems, data errors, and other registry-related concerns to the CCIR Help Desk as soon as possible.
 - F. Grant access to immunization records to COUNTY for quality assurance purposes.

6. **Confidentiality.** COUNTY and PROVIDER agree that the patient's personal health information (PHI) immunization status will be used for treatment purposes only in compliance with the Health Insurance Portability and Accountability Act (HIPAA). The County is considered to be a "Hybrid Entity" under 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"). The Contractor is considered to be a "Business Associate" under the Privacy Rule. Contractor 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 Contractor 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. The parties agree to the terms and conditions set forth in the HIPAA Business Associate Agreement, attached hereto as Exhibit A.
 - A. PROVIDER agrees to take all reasonable precautions to prevent any unauthorized disclosure of confidential information per California Health and Safety Code section 120440.
 - B. The foregoing restrictions on disclosure shall survive the termination, expiration or cancellation of this agreement. PROVIDER agrees not to sell, disclose or otherwise make the data available to others or use the data for soliciting or for any commercial purpose.
 - C. PROVIDER agrees that its personnel will comply with the following security regulations:
 - 1) Require all users, as a prerequisite of being granted access to such data, to sign statements, acknowledging their understanding that unauthorized use of such data or disclosure of such data to unauthorized parties is forbidden; and
 - 2) Provide reasonable physical security at facilities to limit access to the data; and
 - 3) Safeguard user ID and password against unauthorized use.
 - 4) Take the same care to prevent unauthorized disclosure of the data that it takes to protect other information, data or tangible or intangible property of its own that it regards as proprietary or confidential; and

- D. PROVIDER shall promptly inform COUNTY of any breach of confidentiality that has occurred.
- E. COUNTY and PROVIDER agree that all information and records obtained in the course of providing services to protect clients shall be subject to confidentiality and disclosure provisions and applicable Federal and State Statutes and Regulations.
- F. PROVIDER, as per California Health and Safety Code section 120440, must provide the disclosure statement attached hereto as Exhibit B, "Notice To Patient Or Parent/Guardian Regarding Immunization Registry Record Sharing" and which is set forth at the following email address, <http://www.immunize4life.org/docs/CCIRDsclsr.pdf>, to the patient, patient's parent or guardian that their child's immunization-related information will be shared and that they have the right to:
 - 1) Examine the information in the record and to correct any errors;
 - 2) Refuse to allow the information to be shared;
 - 3) Decline to receive immunization reminder notifications;
 - 4) Receive the name and address of any Provider/Agency who has viewed the information.
- G. Any of the information shared will be treated as confidential medical information and used only to help provide immunization services to the patient, or to issue reminder notifications or conduct data analysis and program monitoring.
- H. If the patient or the patient's parent/guardian refuses to allow the information to be shared, the PROVIDER shall not share this information.

7. **Indemnification.** PROVIDER agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officer, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the PROVIDER, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of services required by this agreement, and against all loss by reason of the failure of PROVIDER to perform fully, in any respect, all obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

PROVIDER/AGENCY

Name and Title Name of Provider	Date
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COUNTY

Elliot Schulman, MD, MPH, Director & Health Officer Public Health Department	Date
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The Public Health Director is authorized to execute this standard Agreement by the COUNTY Board of Supervisors by Minute Order dated June 21, 2005.

Agreement Between Santa Barbara County Public Health Department and Provider
Exhibit A

HIPAA Business Associate Agreement

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Exhibit, the Contractor may use or disclose protected health information (“PHI”)¹ to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate HIPAA or other law. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation “Electronic Protected Health Information” (“EPHI”)².

2. Further Disclosure of PHI

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

3. Safeguarding PHI

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:

- a. Encrypting EPHI that it stores and transmits;
- b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- c. Using antivirus software that is upgraded regularly;
- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e. Conducting periodic security training.

4. Unauthorized Use or Disclosure of PHI

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule or Security Rule. Contractor shall report to County any security incidents within 10days of becoming aware of such incidents. For purposes of this paragraph, “security incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

5. Agents and Subcontractors of the Business Associate

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

¹ “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that 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; and 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.

² “Electronic Protected Health Information” means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

6. Access to PHI

At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal Regulations section 164.524.

7. Amendments to Designated Record Sets

The Contractor shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the County in accordance with 45 Code of Federal Regulations section 164.526.

8. Documentation of Uses and Disclosures

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

9. Accounting of Disclosure

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Records Available to Covered Entity and Secretary

The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

11. Destruction of PHI

a. Upon termination of the underlying Agreement for any reason, the Contractor shall:

- (1) Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
- (2) Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 8 of this Exhibit for a period of six years after termination of the underlying Agreement.

b. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

12. Amendments

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

13. Mitigation of Disallowed Uses and Disclosures

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the underlying Agreement or the Privacy Rule.

14. Termination of Agreement

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

15. Definitions

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the Privacy Rule.

16. Interpretation

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the Privacy Rule and Security Rule.

Agreement Between Santa Barbara County Public Health Department and **Provider** Exhibit B-English



**Central Coast
Immunization Registry**



San Luis Obispo County
Public Health Department

Santa Barbara County
Public Health Department

Ventura County
Public Health Department

NOTICE TO PATIENT OR PARENT/GUARDIAN REGARDING IMMUNIZATION REGISTRY RECORD SHARING

(Health and Safety Code Section 120440)

This office/clinic will share some information on your child with the local health department immunization registry and the state health department, unless you refuse to allow this. The registry may share this information with other doctors, clinics or hospitals your child goes to for care, if they ask for it. The only information we will share is:

Your and your child's name, your child's birthplace, vaccines he or she received, any serious reaction he or she may have to a vaccine, your address and phone number, and other non-medical information if needed to make sure it is the correct person's record.

The doctors, clinics, or hospital which get this information are allowed by law to use it **only** to:

- help in deciding what vaccines or treatment your child needs;
- phone or send you a reminder when a vaccine is due;
- tally numbers of patients who are or are not up-to-date on their vaccines (without patient names, addresses, etc., included);
- assist in obtaining payment for immunizations from insurers or other "third-party" payers.

The registry may also share the same information, without your address or phone number, with the following, if they request it: schools, child care centers, **WIC** supplement food clinics, the CalWORKs public assistance program, health care plans, and other persons or entities when disclosure is otherwise specifically authorized by law. These persons and entities are allowed by law to use that information **only** for the reasons listed above and (a) for schools and child care centers, to help you prove your child has had the vaccines required for entry, (b) for **WIC** clinics, to let you know if your child has vaccine doses due, and (c) for health care plans, to help process payments to healthcare providers and to assess the immunization status of plan clients.

All of these people and groups listed above who ask for and get this information are required to keep this information confidential in accordance with the law and to use it only for the reasons listed above. Also, you have these rights:

- To refuse to have us share any of this information now or at any time.
- To refuse to get reminder notices when vaccines are due.
- To look at your child's record at the health department registry and correct any errors.
- To get the names and addresses of anyone with whom this information is shared.

If you wish to refuse to have us share this information, or to refuse to get reminders when your child is due for vaccines, please tell us now.

Agreement Between Santa Barbara County Public Health Department and **Provider** Exhibit B-Spanish



**Registro de Inmunizaciones
de la Costa Central**



San Luis Obispo County
Public Health Department

Santa Barbara County
Public Health Department

Ventura County
Public Health Department

NOTIFICACIÓN AL PACIENTE O PADRES/GUARDIANES REFERENTE AL COMPARTIMIENTO DE INFORMACIÓN EN RELACIÓN AL REGISTRO DE INMUNIZACIONES

(Health and Safety Code Section 120440)

Esta oficina/clínica compartirá información de su niño(a) con el Registro de Inmunización local y el Departamento de Salud del Estado, a no ser que usted se niegue. El Registro de Inmunización también compartirá esta información con doctores, clínicas u hospitales con quien usted lleve a su niño(a), solamente si ellos la piden. La única información que será compartida es la siguiente:

El nombre de su niño(a) y el de usted, lugar de nacimiento de su niño(a), las inmunizaciones que ha recibido, cualquier reacción severa que hubiera tenido a alguna inmunización, su domicilio y número de teléfono, y cualquier otra información, que no sea médica, que nos ayude a confirmar que éste sea el expediente de su niño(a).

Los doctores, clínicas u hospitales que obtengan esta información, por ley, la usaran **solamente** para:

- decidir cuales inmunizaciones o tratamiento necesita su niño(a)
- llamarle o mandarle recordatorios cuando sean necesarias las próximas inmunizaciones.
- información estadística de inmunizaciones, sin identificar al paciente.
- asistencia para obtener pagos por las inmunizaciones de las compañías aseguradora medica.

El Registro también puede compartir su información, sin domicilio o número de teléfono, con escuelas, proveedores de cuidado infantil, **WIC** clínicas de suplemento de alimento, el programa de asistencia pública de CalWorks, seguros médicos, u otras personas o entidades, cuando la revelación sea específicamente autorizada por ley. Estas personas y entidades son permitidas por ley, utilizar la información **solamente** para los propósitos indicados arriba, (1) para escuelas o proveedores de cuidado infantil para ayudarle a demostrar que su niño(a) tiene las inmunizaciones requeridas para ingresar. (2) para clínicas de **WIC** para informarle a usted si su niño(a) necesita inmunizaciones, y (3) para facilitar los pagos de seguros médicos. Para asesorar el nivel de inmunizaciones de clientes en planes de aseguradora.

Todas las personas y grupos indicados arriba que pidan información son requeridos por ley mantenerla confidencial y usarla solamente para las razones indicadas arriba. Usted también tiene los siguientes derechos:

- De rechazar que esta información sea compartida en cualquier momento
- De rechazar que le manden recordatorios de las próximas inmunizaciones
- De revisar el récord de su niño (a) en el Departamento de Salud y corregir cualquier error
- De pedir los nombres y domicilios de cualquiera que pida información de su niño(a)

Si usted desea no compartir esta información, o no recibir recordatorios de las próximas inmunizaciones, por favor díganos hoy.