



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

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

CAIR2 is the immunization information system (“Immunization Registry”) serving most of California (consolidated from the former Northern Cal, Greater Sacramento, Bay Area, Central Coast, Central Valley, Inland Empire, LA-Orange, and Imperial regional registries) and is part of the California Department of Public Health (CDPH). In the future, CAIR2 will allow users to access enrollee data statewide through data sharing agreements with CAIR San Diego and the CAIR San Joaquin regional registry.

Per Health and Safety Code, Section 120440, Health Plans may use the information in an immunization registry such as 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.

Enrollees whose information is entered into CAIR2 must be notified and given the right to decline having their information shared with other CAIR2 users. Health plans providing enrollee information to CAIR2 must ensure that such enrollees are notified, either by their health care provider or by the health plan itself. Note that health plan enrollee disclosure is required because enrollees submitted by the Health Plan through the user interface that don't match existing CAIR2 patients will be added to CAIR2 as new patients. The information stored in the Registry is confidential medical information, subject to laws pertaining to the protection of enrollee medical information.

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.
- 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.
- Ensure that any Health Plan enrollees whose information is being provided to CAIR2 have been notified that this information is being shared and that they have the right to prevent their patient information in CAIR2 from being shared with other CAIR2 users.
- 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 Exchange 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 Exchange 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.

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 (CAIR2)
Immunization Branch
850 Marina Bay Parkway
Richmond, CA 94804
Fax: (510)-620-3774
CAIRHelpDesk@cdph.ca.gov