



PARTNERSHIP HEALTHPLAN OF CALIFORNIA INFORMATION SHARING AGREEMENT

This Information Sharing Agreement is entered into as of the date set forth below by and between Partnership HealthPlan of California, a local public agency ("PHC"), and the health care provider whose signature appears below (the "Provider").

PHC operates a health plan through which it obtains health information concerning its enrollees and other persons. In order to improve the quality of care in the community, PHC operates a Virtual Clinical Network through which it makes this information available in electronic form to health care providers for use in treating individuals. PHC also offers or plans to offer other on-line services to assist providers in providing care or obtaining payment for care, including its eEligibility, eRAF, eTAR, eClaims Status, and eClaims Submission services. All PHC's on-line services, whether offered now or in the future, are referred to as the "Online Services."

The Provider is a health care provider, practitioner or supplier who desires to have access to the Online Services in connection with the provision of health care-related items or services to individuals. In consideration of PHC's permitting the Provider access to and use of the Online Services, the Provider represents and agrees as follows:

- 1. Qualifications:** The Provider affirms that it is, and at all times during the term of this agreement shall remain, a provider of health care services or a supplier of duly prescribed health care-related drugs, devices, equipment or other items (collectively, "Health Care"), and is duly licensed or certified as required by law. The Provider shall immediately notify PHC in writing if it ceases to meet the terms of this section.
- 2. Use of the Services by Provider:** The Provider may use the Online Services only: (a) to provide Health Care to individuals in accordance with the scope of the Provider's license (if any), and all applicable laws and regulations governing the provision of Health Care by Provider, and (b) to obtain payment for Health Care. The Provider must limit his or her access to and use of health information within the Online Services to what is reasonably necessary for these purposes. PHC may limit Provider's access to the Online Services based on the nature of the services that Provider furnishes.
- 3. Use of the Services by Others:** The Provider may permit its workforce (employees and others subject to Provider's supervision and control) to have access to the Online Services for the purposes set forth in section 2. The Provider must obtain a unique identifier from PHC for each such person. The Provider shall notify PHC in writing within 48 hours of the termination of such person's position as a member of Provider's workforce, or of any change in such person's duties that makes it unnecessary for him or her to have access to the Online Services.
- 4. Configuration:** The Provider and its workforce may access the Online Services only in the manner authorized by PHC, and may not attempt to alter or reconfigure their access rights or methods of access. The Provider shall procure and use such computer hardware and software, and shall implement such security features, as PHC may require to ensure the security of the Online Services. The Provider must immediately notify PHC if Provider changes its Internet services provider (ISP), or if the IP address assigned by Provider's ISP changes.
- 5. Provider's Policies and Procedures:** The Provider must adopt appropriate physical, technical and administrative safeguards to implement its obligations under this agreement, including restricting access to and use of the Online Services, assuring proper password management, and implementing appropriate personnel termination procedures.

6. **Notification:** The Provider shall immediately notify PHC of any violation of this agreement or any threat to the confidentiality or security of the Online Services of which Provider becomes aware.

7. **PHC's Policies and Procedures:** Provider shall comply with all policies and procedures from time to time furnished to Provider in writing concerning the use of the Online Services.

8. **Term and Termination:** This agreement shall continue until terminated by either party on thirty (30) days' written notice to the other. PHC may terminate this agreement immediately on notice to the Provider if PHC determines that the Provider has violated this Agreement, or that the continuation of the agreement poses a threat to the security of the Online Services. Upon termination of this agreement, PHC may terminate the Provider's access to the Online Services.

9. **Miscellaneous Provisions**

(a) **Indemnification:** Provider shall indemnify and defend PHC and its officers and employees from and against any claim, liability or cost (including reasonable attorneys' fees) arising out of the breach of this agreement by Provider, or any wrongful act or omission of Provider or a member of Provider's workforce.

(b) **Limitation of Liability.** Provider agrees that its sole remedy for any violation or breach of this agreement by PHC shall be termination pursuant to section 8. UNDER NO CIRCUMSTANCES (INCLUDING BREACH OF THIS AGREEMENT) SHALL PHC BE LIABLE TO PROVIDER FOR MONETARY DAMAGES OF ANY KIND, OR FOR ANY OBLIGATION OF INDEMNIFICATION OR CONTRIBUTION.

(c) **No third-party beneficiaries.** There are no third-party beneficiaries of this Agreement.

(d) **Entire agreement; Amendments.** This agreement constitutes the entire agreement of the parties relating to its subject matter, and supersedes all prior agreements and representations. This agreement may be amended only by a written instrument signed by the party to be bound; provided that PHC may amend this agreement on 30 days' written notice to the Provider as it determines necessary to comply with applicable laws and regulations. Any such amendment shall become effective upon the expiration of the 30-day notice period, unless within that period Provider gives notice of termination pursuant to section 8.

(e) **Notices.** Notices shall be deemed delivered when delivered personally in writing, or three (3) business days after deposit in the United States Mail, first class postage prepaid, and addressed to the parties at their addresses set forth below; provided that a party may change its address for notices by giving notice to the other parties as provided in this section.

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA:**

PROVIDER:

By: _____

By: _____

Its: _____

Print name: _____

Its: _____

Address:

Address:

Date: _____