

**County of Monterey, Department of Health, Emergency Medical Services Agency**  
**Information Sharing Agreement**

County of Monterey through the Emergency Medical Services Agency ("County") and Monterey County Regional Fire District ("Provider") (hereafter collectively "the parties") wish to share data related to response times for the purpose of research.

By entering into this Agreement, County of Monterey (hereafter "County") and Monterey County Regional Fire District agree to protect the privacy and provide for the security of EMS System Yellow, Orange, and Red Response Time Data (hereafter "Data") in compliance with all applicable state and federal laws.

**RECITALS**

**WHEREAS**, County provides certain services for Provider that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by the County; and

**WHEREAS**, the parties are committed to EMS system improvement by sharing information, which will allow the parties to analyze Data; and

**WHEREAS**, the parties agree that sharing information will result in improved coordination; and

**WHEREAS**, the Parties are also committed to complying with all applicable Laws (defined below); and

**NOW THEREFORE**, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the Parties agree as follows:

**AGREEMENT**

**1. Definitions**: For purposes of this Agreement, the following definitions shall apply:

A. **Breach**: "Breach" means: The acquisition, access, use, or disclosure of Data in violation of any state or federal law or in a manner not permitted under this Agreement that compromises the privacy, security or integrity of the information. For purposes of this definition, "compromises the privacy, security or integrity of the information" means poses a significant risk of financial, reputational, or other harm to an individual or individuals.

B. **Disclosure**: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of Data.

C. **Personal Information**: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual;

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information;
3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a);
4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2);
5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j);
6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
7. is protected from disclosure under applicable state or federal law.

D. Security Incident: “Security Incident” means:

1. An attempted breach;
2. The attempted or successful modification or destruction of Data in violation of any state or federal law or in a manner not permitted under this Agreement;
3. An event constituting violation or imminent threat of violation of information security policies or procedures, including acceptable use policies; or
4. The attempted or successful modification or destruction of, or interference with, system operations that negatively impacts the confidentiality, availability or integrity of Data, or hinders or makes impossible the receipt, collection, creation, storage, transmission or use of Cal-IVRS Data in the Cal-IVRS System.

F. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of Data.

**2. Effect of the Health Insurance Portability and Accountability Act of 1996 (HIPAA):**

To the extent a disclosure or use of Data may also be considered a disclosure or use of “Protected Health Information” (PHI) of an individual, as that term is defined in part 160.103 of Title 45,

Code of Federal Regulations, the following Privacy Rule provisions apply to permit such Data disclosure and/or use by the parties, without the consent or authorization of the individual who is the subject of the PHI:

A.) A covered entity may disclose PHI to a “public health authority” carrying out public health activities authorized by law; (45 C.F.R. § 164.512(b));

**3. Permitted Disclosures:** The parties shall safeguard the Data to which they have access to from unauthorized disclosure. The parties shall not disclose any Data for any purpose other than carrying out the purposes outlined in this agreement.

**4. Permitted Use:** The parties shall safeguard the Data to which they have access to from unauthorized use. The parties shall not use any Data for any purpose other than as allowed or required by state or federal law.

**5. Safeguards:**

All data files received must be stored on a secure network. The data must be destroyed when the project described in statement of intended use is completed. Any other release, re-release, or use of data requires the written permission of the creator of the data. The parties shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of the Data.

**6. Minimum Necessary:**

Provider, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. (42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)). Provider understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

**7. Breach and Security Incident Responsibilities:**

The parties shall notify each other immediately upon the discovery of a breach (as defined in this Agreement), and within twenty-four (24) hours by email of the discovery of any security incident (as defined in this Agreement), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to either party immediately after the law enforcement agency determines that such notification will not compromise the investigation.

Parties to this Agreement shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach or security incident, and
2. Any action pertaining to a breach required by applicable federal or state laws.

**8. Miscellaneous:**

**8.1 Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or signs of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

**8.2 Choice of Law; Interpretation.** This Agreement shall be governed by the laws of the State of California. Any ambiguities in this Agreement shall be resolved in a manner that allows

Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

8.3 **Indemnification.** Monterey County Regional Fire Protection District shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this Agreement, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents

8.4 **Audit or Investigations.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the **Secretary** or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

8.5 **No Offshore Work.** In performing the Services for, or on behalf of, parties shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of County.

**WITNESS WHEREOF**, the Parties have executed this Agreement on the date(s) set forth below.

**COUNTY OF MONTEREY**

**PROVIDER**

By: \_\_\_\_\_  
EMS Agency Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By: \_\_\_\_\_  
DocuSigned by:  
*Susan Blitch*

Date: \_\_\_\_\_  
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County Counsel  
1/25/2024 | 9:39 AM PST

Approved as to Fiscal Provisions<sup>2</sup>

By: \_\_\_\_\_  
DocuSigned by:  
*Jennifer Forsyth*

Date: \_\_\_\_\_  
4E7E6678754544E  
Auditor/Controller  
1/26/2024 | 8:56 AM PST

\_\_\_\_\_  
Monterey County Regional Fire District  
Provider's Business Name\*

By: *David J. Sargenti*  
\_\_\_\_\_  
(Signature of Chair, President, or Vice-President)\*

Date: \_\_\_\_\_  
*David J. Sargenti, Fire Chief*  
\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_  
*1/19/24*

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Date: \_\_\_\_\_  
*Justin Reyes, Division Chief*  
\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_  
*1/19/24*

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\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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<sup>1</sup>Approval by the Office of the County Counsel is required for all Agreement.

<sup>2</sup>Approval by the Auditor/Controller's Office is required for all Agreements.