**California Health & Human Services Data Exchange Framework**

**DRAFT** Data Sharing Agreement Language

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**USES AND DISCLOSURES** (Use, Re-Use, Re-Purposing)

11.1. Parties shall only acquire, access, use, and disclose PHI or PIIunder this Agreement for a purpose permitted or required by Applicable Law.

11.2. Future Use. Recipients may only retain, use, and re-disclose PHI or PII in accordance with Applicable Law and the Recipient's information privacy and security policies and procedures. If the Recipient is a Participant that is a Business Associate, such Participant may retain, use, and re-disclose PHI or PII in accordance with Applicable Law and any agreements, such as a business associate agreement.

11.3. Management Use. The Committee may request information from Participants, and Participants shall provide requested information, for the purposes listed in the Policies and Procedures. Notwithstanding the preceding sentence, in no case shall a Participant be required to disclose PHI or PII to the Committee in violation of Applicable Law. Any information provided by a Participant to the Committee shall be labeled as Confidential Participant Information and shall be treated as such in accordance with Section 16.

11.4. Participants shall not, for their own benefit, re-use, re-disclose, aggregate, de-identify, re-identify, or sell any information transmitted or received through this Agreement without explicit written authority to do so from the appropriate party. A Participant shall not be considered to be acting for its own benefit if:

1. The Participant is a Business Associate and has a legally enforceable written agreement authorizing the re-use, re-disclosure, aggregation, de-identification, or re-identification. This shall not include the sale of information;
2. The Participant is performing Individual Access Services at the direction of an Individual User;
3. The Participant is a Social Services Organization and has a legally enforceable written agreement authorizing the re-use, re-disclosure, aggregation, de-identification, or re-identification with a government entity, Government Participant, or other Social Services Organization. This shall not include the sale of information; or
4. The Participant is a Government Participant and either has a written agreement with the appropriate party or is performing a function permitted or required by Applicable Law with the information. This shall not include the sale of information.

**MINIMUM NECESSARY**

13.1. Any use or disclosure of PHI or PII will be limited to the minimum PHI or PII necessary to achieve the purpose for which the information is shared. A Participant shall ensure its agreements with subcontractors or agents are compliant with Applicable Laws, this Agreement, and the Policies and Procedures before sharing PHI or PII with any subcontractors or agents.

13.2. Participants shall not request more PHI or PII than necessary to achieve the purpose of the request for PHI or PII.

13.3. This Section shall not apply in the following circumstances:

1. A disclosure of PHI to or request by a health care provider for Treatment;
2. A disclosure to an Individual User who is the subject of the information;
3. A disclosure pursuant to an Individual User’s Authorization; or
4. Disclosures that are required by law as described in 45 C.F.R. part 164.512(a) or Applicable Law.