



Board Agenda Item 33

DATE: April 8, 2025

TO: Board of Supervisors

SUBMITTED BY: David Luchini, RN, PHN, Director, Department of Public Health

SUBJECT: California Enhanced HIV/AIDS Case Reporting System Data Use and Disclosure Agreement

RECOMMENDED ACTION(S):

- 1. Approve and authorize the Chairman to execute the California Enhanced HIV/AIDS Case Reporting System Data Use and Disclosure Agreement with the California Department of Public Health for the exchange of HIV/AIDS case reporting system data, effective upon execution by the State (\$0);**
- 2. Approve and authorize the Director of the Department of Public Health, or designee, and Department employees identified as having a need to access California Enhanced HIV/AIDS Case Reporting System to execute the Agreement by Employee/Contractor to Comply with Confidentiality Requirements; and**
- 3. Authorize the Director of the Department of Public Health, or designee, to execute, subject to review and approval by County Counsel as to legal form, amendments to the California Enhanced HIV/AIDS Case Reporting System Data Use and Disclosure Agreement with the California Department of Public Health.**

Approval of the recommended actions will allow the Department of Public Health (Department) to access and exchange protected health information (PHI) through the Enhanced HIV/AIDS (Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome) Case Reporting System (eHARS) with the California Department of Public Health (CDPH), with no increase in Net County Cost. Approval will authorize the Department's Director, or designee, to execute upon review and approval by County Counsel, amendments related to the proposed agreement that may be required in response to new PHI or HIV/AIDS standards and regulations. Approval will allow the specific employees to access eHARS once they execute the agreement to comply with confidentiality requirements. This item is countywide.

ALTERNATIVE ACTION(S):

There are no viable alternative actions. Should your Board not approve the recommended agreement, funding for HIV/AIDS patient services may be impacted, as case counts in eHARS are used to determine funding allocations throughout CDPH. If the Board does not approve the second or third recommended actions, the Department would return to the Board for execution; however, the anticipated amendments would be administrative in nature based on changes to PHI or HIV/AIDS standards and regulations.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended agreement.

DISCUSSION:

On December 10, 2019, the Board approved Agreement No. 19-740 with CDPH to exchange eHARS data with CDPH in compliance with the California Code of Regulations, Title 17 - Public Health. The statute requires local medical providers and laboratories to report HIV/AIDS case data to the County Health Officer, who must report the data to CDPH. The data in eHARS is confidential PHI, containing demographic and clinical information on all reported HIV and AIDS diagnoses in the State. The Department and CDPH access the information to assess, prevent, and interrupt the transmission of HIV/AIDS, and to provide services for patients with HIV/AIDS.

CDPH also uses eHARS case count data to determine the level of funding allocated throughout the State for programs and services, such as the AIDS Drug Assistance programs, which allows low-income patients access to medication and treatment services. CDPH shares eHARS data with the Centers for Disease Control and Prevention to support public health surveillance nationwide.

Staff and contractors that access eHARS data will be required to sign an Agreement by Employee/Contractor to Comply with Confidentiality. Approval of the second recommended action will allow the Department's Director, or designee, to authorize such certifications.

CDPH has advised that amendments may be required throughout the five-year term to reflect updates to Federal and State standards and regulations relating to PHI or HIV/AIDS standards and regulations. Approval of the third recommended action will allow the Department's Director, or designee, to execute amendments upon approval as to legal form by County Counsel. The Department would return to the Board for approval of modifications beyond this scope.

The recommended agreement varies from County standard language in that the County agrees to indemnify, hold harmless and defend the State against any claims, losses, or legal costs that arise only from Fresno County's own actions, such as negligence, willful misconduct, or failure to comply with the terms of the agreement. This is a one-way indemnification, meaning Fresno County is agreeing to protect the State from any liability resulting from the County's actions, but the State does not provide the same protection to Fresno County. However, this does not make Fresno County responsible for any actions taken by the State. This clause is intended to ensure accountability for how Fresno County handles the protected data. The Department reached out to the State about revising it to mutual indemnification, but they advised to move it forward as is.

REFERENCE MATERIAL:

BAI #54, December 10, 2019

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with CDPH

CAO ANALYST:

Ron Alexander