



JENNIFER KENT  
DIRECTOR  
GOVERNOR

State of California—Health and Human Services Agency  
Department of Health Care Services



EDMUND G. BROWN JR.  
GOVERNOR

**Re: Confidentiality Agreement**

Dawan Utecht, Director  
Fresno County Department of Behavioral Health  
4441 East Kings Canyon Road  
Fresno, CA 93702-3604

Dear Dawan Utecht,

The Department of Health Care Services (DHCS) seeks to enter into a confidentiality agreement with the Administrator of the Fresno County Department of Behavioral Health to disclose confidential information about the temporary suspension or payment suspension of certified Drug Medi-Cal (DMC) providers that are or were in contract with Fresno County Department of Behavioral Health. DHCS needs to share this confidential information with Fresno County Department of Behavioral Health in its capacity as a DMC contractor because neither DHCS nor its contractors can pay claims submitted by a provider during a period of temporary suspension or payment suspension.

Please return an original signed copy of the enclosed confidentiality agreement within two weeks from the date of this letter. Should you have questions concerning this agreement, please direct them to me at (916) 327-2752.

Sincerely,

*Sandra Yien*

SANDRA YIEN, Manager  
Fiscal Management and Accountability Branch  
SUD Prevention, Treatment, and Recovery Services Division

## **CONFIDENTIALITY AGREEMENT**

By signing and returning this Agreement, Fresno County Department of Behavioral Health ('The Agency') is entering into a confidentiality agreement with the Department of Health Care Services ('DHCS') and agrees to be bound by the terms below.

- 1. Definition of Confidential Information.** For purposes of this agreement, The Agency will treat the following specific information received from DHCS as confidential, and will not disclose the information to any individuals not authorized under the terms of this agreement:

  - a) Provider name
  - b) Legal entity name
  - c) National Provider Identifier number and State DMC number
  - d) Status of Temporary Suspension or Payment Suspension
  - e) Date of Temporary Suspension or Payment Suspension
- 2. Obligations of The Agency.** The Agency agrees and understands that it will receive a one-time transfer of confidential information from DHCS regarding the temporary or payment suspension of DMC providers. The Agency will receive and maintain this information in its capacity as a DMC contractor and will not use the information in any other capacity.

  - a. **Permitted Uses.** The Agency agrees that it will use this information to cease payments to the provider during the period of temporary or payment suspension. The information may also be utilized to enable The Agency to make decisions regarding where to refer DMC clients.
  - b. **Prohibited Uses.** All other uses are prohibited except for those outlined in subparagraph a. above.
  - c. **Document Destruction.** When the permitted uses are complete, or six (6) months from the date of The Agency's signature on this agreement, whichever is later, The Agency will permanently destroy any written or electronic record of the information received from DHCS.
- 3. Exemption to California Public Records Act.** This confidentiality agreement is being executed pursuant to the California Welfare and Institutions Code, Section 14107.11(f). The confidential information described above shall be exempt from disclosure under the California Public Records Act. Information related to temporary suspensions is statutorily protected and not subject to disclosure under the California Public Records Act. In agreeing to treat the disclosed material as confidential, neither DHCS nor The Agency waives exemption rights under the California Public Records Act. (Welf. & Inst. Code § 14107.11(f); Gov't Code § 6254.5(e).).

- 4. Disclosure of Confidential Information to Authorized Persons.** Only the person in charge of The Agency, who is the signatory on this letter, shall be permitted to obtain the information described above. The information shall only be used for purposes described in this letter as consistent with existing law. If the information must be shared with additional individuals employed by The Agency in order to conduct official duties related to the DMC program, the additional recipients can be approved in writing by the signatory of this letter. A list of the names and signatures of all additional authorized recipients shall be maintained by The Agency and subject to inspection by DHCS upon request. The Agency shall not allow release of the material to any person or entity outside The Agency without written consent of the California Department of Health Care Services.
- 5. Disclosure of Confidential Information to Other Government Entities.** The Agency agrees to ensure that if confidential DHCS data is disclosed to other government entities, pursuant to California Welfare and Institutions Code Section 14107.11(f), the receiving government entity must agree to the same restrictions, conditions, and requirements to maintain confidentiality that apply to The Agency in this agreement. (Welf. & Inst. Code § 14107.11(f); Gov't Code § 6254.5(e).).
- 6. Term and Termination.** The obligations in this agreement are binding and shall continue until an investigation into a temporarily suspended DMC provider is complete and a final decision regarding a DMC provider's status is made. If a temporary or payment suspension is lifted, confidentiality regarding the DMC provider's temporary or payment suspension must be maintained indefinitely. If a temporary suspension is made permanent, the information will be reported to the federal Healthcare Integrity and Protection Data Bank and will no longer be deemed confidential.

We, the undersigned, are authorized signatories on behalf of the Department of Health Care Services and Fresno County Department of Behavioral Health, and intending to be legally bound, execute this confidentiality agreement as of the date above.

*Sandra Yien      October 12, 2015*

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(Signature and Date)

SANDRA YIEN, Manager  
Fiscal Management and Accountability Branch  
SUD Prevention, Treatment, and Recovery Services Division

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(Signature and Date)

Fresno County Department of Behavioral Health Administrator