STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
AGENCY AGREEMENT

In exchange for the mutual promises contained herein, this Interagency Data Sharing Agreement is entered into between the State of Florida, **AGENCY FOR HEALTH CARE ADMINISTRATION**, hereinafter referred to as the **"Agency"**, whose address is 2727 Mahan Drive, Tallahassee, Florida 32308, and State of Florida, **DEPARTMENT OF CHILDREN AND FAMILIES**, hereinafter referred to as **"DCF"**, whose address is 1317 Winewood Boulevard, Tallahassee, Florida 32399.

I.   OVERVIEW/PURPOSE

A.   The 2015 Florida Legislature, through Specific Appropriation 302A, requires the Florida Department of Children and Families (DCF) to develop and implement a uniform information management and fiscal accounting system for providers of community substance abuse and mental health services. In response to this legislation, the Substance Abuse and Mental Health (SAMH) Program Office, in collaboration with DCF's Office of Information Technology, created the Financial and Services Accountability Management System (FASAMS) project. It also established a DCF Information Management Project Team to participate in the development of FASAMS business requirements.

B.   The purpose of this Agreement is to establish the terms and conditions for the joint communication between the Agency and DCF for data exchange to support the Financial and Services Accountability Management System (FASAMS) project.

C.   This data exchange will be used by DCF to submit a list of known Medicaid recipients for which the Agency will respond by providing the fee-for-service claim and encounter transaction extracts for those recipients.

II.   LEGAL AUTHORITY

A.   Pursuant to Title 42 CFR Parts, 430, 431, 433, 435, 440, 447, 457 for Center for Medicare and Medicaid Services, Affordable Care Act of 2010, Social Security Act of 1902 and Title XIX as it relates to eligibility services and data necessary to administer other programs compatible with SSA programs.

B.   Pursuant to Section 409.967(2)(c)(4), Florida Statutes (F.S.).

III.   DEFINITIONS

Data Exchange - a process for taking data structured under a source database and mapping it to a target database, so that the target data is an accurate representation of the source data.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
AGENCY AGREEMENT

IV. **TERM**

A. **Term**

This Agreement shall begin upon execution by all Parties and will end three (3) years from execution date, unless renewed or terminated.

B. **Renewal**

In accordance with Section 287.057(13), F.S., this Agreement may be renewed for a period that may not exceed three (3) years or the term of the original Agreement, whichever period is longer. Renewal of this Agreement shall be in writing and subject to the same terms and conditions set forth in the initial Agreement. A renewal Agreement may not include any compensation for costs associated with the renewal. Renewals are optional and subject to the availability of funds.

C. **Amendment**

This Agreement may be amended upon written Agreement signed by all Parties.

V. **MONETARY VALUE**

There are no costs associated with this Agreement.

VI. **CONTACT INFORMATION**

A. The Agency's Agreement Manager's contact information is as follows:

Larry Strickland
Agency for Health Care
Administration 2562 Executive
Center Circle E, MS #22
Montgomery Building
Tallahassee, FL 32301
(850) 412-3469
Larry.Strickland@ahca.myflorida.com

B. The DCF IT Manager for this Agreement is as follows:

Nathan McPherson
Department of Children and
Families 1317 Winewood
Boulevard
Building 6 Rm 163
Tallahassee, FL 32399
(850) 320-9181
Nathan.McPherson@MyFLFamilies.com

C.   The DCF Business Manager for this Agreement is as follows:

Adam L. Wasserman, Ph.D., CPM
Department of Children and
Families 1317 Winewood
Boulevard
Building 6 Rm 297
Tallahassee, FL 32399
(850) 717-4791
         Adam.Wasserman@myflfamilies.com

D.   All matters pertaining to this Agreement shall be directed to the Agreement
        Managers for appropriate action or disposition. A change in Agreement
        Manager by any Party shall be reduced to writing through an amendment to
        this Agreement by the Agency.

VII.   **SCOPE**

A.   **Services Provided by the Agency**

        1.   The FASAMS data exchange is initiated when DCF provides the
                Agency with the Medicaid Identification numbers of the Medicaid
                recipients enrolled in the FASAMS program. The Agency will then
                provide the encounter transaction and fee-for-service claims data
                extract for the Medicaid Identification numbers provided.

        2.   The Agency agrees to reply to DCF's data request, identified in
                Attachment I, Data Layout Requirements – FASAMS, with the
                requested recipient fee-for-service claim and encounter transaction
                data in the format defined in **Attachment I,** Data Layout Requirements
                – FASAMS.

B.   **Services Provided by DCF**

        1.   For each data request, DCF agrees to provide the Agency with the
                Medicaid recipient's Medicaid Identification number in the layout
                defined in **Attachment I,** Data Layout Requirements – FASAMS.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
AGENCY AGREEMENT

C. Deliverables Section

No.	Deliverable	Due Date
TABLE 1		
DELIVERABLE SCHEDULE		
1.	One-Time Historical Data Request - DCF provides the Agency with the Medicaid Identification numbers of the Medicaid recipients enrolled in the FASAMS program. The Agency will then provide DCF with the past six (6) months of encounter transaction and fee-for-service claims data for the Medicaid Identification numbers provided.	May 1, 2019
2.	Weekly Data Update – On a weekly basis, DCF provides the Agency with the Medicaid Identification numbers of the Medicaid recipients already enrolled in the FASAMS program. The Agency will then provide DCF an encounter transaction and fee-for-service claims update for the week for the Medicaid Identification numbers provided.	May 1, 2019
3.	Monthly New Data Request - DCF provides the Agency with the Medicaid Identification numbers of the new Medicaid recipients enrolled in the FASAMS program for the month. The Agency will then provide DCF with the past three (3) months of encounter transaction and fee-for-service claims data for the Medicaid Identification numbers provided.	May 1, 2019.

VIII. DCF HEREBY AGREES:

A. Health Insurance Portability and Accountability Act

1. To comply with the Department of Health and Human Services Privacy Regulations in the CFR, Title 45, Sections 160 and 164, regarding disclosure of protected health information as specified in **Attachment II**, Business Associate Agreement.

2. To ensure it meets all Federal regulations regarding required standard electronic transactions and standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 and associated regulations.

3. To conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding

cryptographic standards.

B.   **Confidentiality of Information**

1.   To not use or disclose any confidential information, including social security numbers that may be supplied under this Agreement pursuant to law, and also including the identity or identifying information concerning a Medicaid recipient or services under this Agreement for any purpose not in conformity with State and Federal laws, except upon written consent of the recipient, or his/her guardian.

2.   That all personally identifiable information, including Medicaid information, obtained by DCF shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of this Agreement. DCF must have a process that specifies that patient-specific information remains confidential, is used solely for the purposes of data analysis or DCF responsibilities under this Agreement, and is exchanged only for the purpose of conducting a review or other duties outlined in this Agreement.

3.   All patient-specific information received by DCF can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which DCF is retained by the Agency. DCF must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all Federal and State laws (including the HIPAA and HITECH Acts) governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail).

4.   All subcontracts must explicitly state expectations about the confidentiality of information, and the subcontractor is held to the same confidentiality requirements as DCF. If provider-specific data are released to the public, DCF shall have policies and procedures for exercising due care in compiling and releasing such data that address statutory protections of quality assurance and confidentiality while assuring that open records requirements of Chapter 119, F.S., are met.

5.   DCF and its subcontractors shall comply with the requirements of Section 501.171, F.S. and shall, in addition to the reporting requirements therein, report to the Agency any breach of personal information.

6.   Any releases of information to the media, the public, or other entities require prior approval from the Agency.

7.   Ensure all services will be performed within the borders of the United States and its territories and protectorates.

8.   State-owned Data shall be processed, accessed and stored in data centers that are located only in the forty-eight (48) contiguous U.S.

C.   Public Records Requests

1.   To comply with Section 119.0701, F.S., if applicable, and all other applicable parts of the Florida Public Records Act.

2.   To keep and maintain public records that ordinarily and necessarily would be required in order to perform services under this Agreement.

3.   To provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in Section 119.07, F.S., or as otherwise provided by law.

4.   That upon request from the appropriate Agency custodian of public records, provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost in Section 119.07, F.S., or as otherwise provided by law.

5.   To ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Party does not transfer the records to the Agency.

6.   To not collect an individual's social security number unless DCF has stated in writing the purpose for its collection. DCF collecting an individual's social security number shall provide a copy of the written statement to the Agency and otherwise comply with applicable portions of Section 119.071(5), F.S.

7.   To meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of DCF upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

8.   If DCF does not comply with a public records request, the Agency shall enforce Agreement provisions in accordance with this Agreement.

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
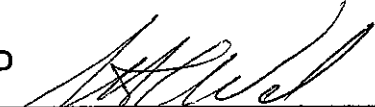## AGENCY AGREEMENT

9.   IF DCF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS AGREEMENT. THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS AGREEMENT IS THE AGREEMENT MANAGER.

IN WITNESS THEREOF, the Parties hereto have caused this fifteen (15) page Agreement, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Agreement is not valid until signed <u>and</u> dated by all Parties.

STATE OF FLORIDA, DEPARTMENT OF CHILDREN AND FAMILIES	STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION
SIGNED BY:	SIGNED BY:
NAME: Julie S. Madden	NAME: Jeff C. Ward
TITLE: CIO	TITLE: CIO.
DATE: 5/30/19	DATE: 6/18/19

List of Attachments included as part of this Agreement:

Specify Type	Letter/ Number	Description
Attachment	I	Data Layout Requirements - FASAMS (4 Pages)
Attachment	II	Business Associate Agreement (4 Pages)

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DCF FASAMS Trigger File

DCF FASAMS Trigger File Layout				
File Name Format: DCF_RECIP_IN_YYYMMDD.HHMMSS.txt				
Field Name	Format	Description	Required	Value
Medicaid ID	X(10)	Medicaid ID of the Recipient data being requested	R	

FMMIS Claims Extract Files

Professional Claim Layout
File Name Format:
Historical: DCF_PROF_NEW_YYYYMMDD.HHMMSS.txt.gz
Ongoing: DCF_PROF_YYYYMMDD.HHMMSS.txt.gz

Field Name	Format	Description	Required / Optional	Value
ICN	X(13)	Number assigned to a claim processed in the system	R	
Claim Type	X(1)	Code that specifies the type of claim record	R	B or M
Medicaid ID	X(12)	Unique identifier for the recipient	R	
SSN	X(9)	The social security number for a recipient	R	
First Name	X(15)	The first name of a recipient	R	
Middle Initial	X(1)	The middle initial of the recipient.	O	
Last Name	X(20)	The last name of a recipient	R	
Title	X(5)	The title of the recipient.	O	
Date of Birth	N(8)	The date of birth for the recipient.	R	YYYYMMDD
Rendering Provider ID (Medicaid)	X(15)	Rendering provider's Medicaid ID	R	
Rendering Provider ID (NPI)	X(15)	Rendering provider's NPI ID	O	
Detail Number	N(4)	The number of the detail on a claim record	R	
First Date Of Service	N(8)	Date on which services were first performed for the detail	R	YYYYMMDD
Last Date Of Service	N(8)	Date on which services were last performed for a recipient	R	YYYYMMDD
Procedure Code	X(6)	Code used to identify a medical, dental, or DME procedure	R	
Modifier Code #1	X(2)	Code #1 used to further define a procedure provided	O	
Modifier Code #2	X(2)	Code #2 used to further define a procedure provided	O	
Modifier Code #3	X(2)	Code #3 used to further define a procedure provided	O	
Modifier Code #4	X(2)	Code #4 used to further define a procedure provided	O	
Diagnosis Count	N(2)	Count of Diagnosis records	R	
Diagnosis Code	X(7)	The diagnosis code that was keyed on the claim	O	
Diagnosis Code Sequence	X(2)	Indicates whether diagnosis is primary, second, third, or fourth in the	O	
Diagnosis Code List Qualifier	X(3)	Code identifying a specific industry (Diagnosis) code list	O	
Person ID	X(12)	DCF assigned sequence number	O	
Mother ICN	X(13)	The mother ICN, if adjustment or voided claim	O	

In addition, the following fields will be provided to DCF and mapped into th extract record.

   Line Item Charge Amount

   Service Unit Count

   Allowed Amount

   CoPay Amount

   Line Item Paid Amount

   Provider Name

   Claim Status Code

   Line Item Paid Service Unit Count

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

UB 92 Claim Layout
File Name Format:
Historical: DCF_UB92_NEW_YYYYMMDD.HHMMSS.txt.gz
Ongoing: DCF_UB92_YYYYMMDD.HHMMSS.txt.gz

Field Name	Format	Description	Required / Optional	Value
ICN	X(13)	Number assigned to a claim processed in the system	R	
Claim Type	X(1)	Code that specifies the type of claim record	R	A, C, I, O, or L
Medicaid ID	X(12)	Unique identifier for the recipient	R	
SSN	X(9)	The social security number for a recipient	R	
First Name	X(15)	The first name of a recipient	R	
Middle Initial	X(1)	The middle initial of the recipient.	O	
Last Name	X(20)	The last name of a recipient	R	
Title	X(5)	The title of the recipient.	O	
Date of Birth	N(8)	The date of birth for the recipient.	R	YYYYMMDD
Attending Provider ID (Medicaid)	X(15)	Attending provider's Medicaid ID	R	
Attending Provider ID (NPI)	X(15)	Attending provider's NPI ID	O	
Detail Number	N(4)	The number of the detail on a claim record	R	
First Date Of Service	N(8)	Date on which services were first performed for the detail	R	YYYYMMDD
Last Date Of Service	N(8)	Date on which services were last performed for a recipient	R	YYYYMMDD
Revenue Code	X(4)	System assigned key used to uniquely identify a revenue code.	R	
Procedure Code	X(6)	Code used to identify a medical, dental, or DME procedure	O	
Modifier Code #1	X(2)	Code #1 used to further define a procedure provided	O	
Modifier Code #2	X(2)	Code #2 used to further define a procedure provided	O	
Modifier Code #3	X(2)	Code #3 used to further define a procedure provided	O	
Modifier Code #4	X(2)	Code #4 used to further define a procedure provided	O	
Diagnosis Count	N(2)	Count of Diagnosis records	R	
Diagnosis Code	X(7)	The diagnosis code that was keyed on the claim	O	
Diagnosis Code Sequence	X(2)	Indicates whether diagnosis is primary, second, third, or fourth	O	
Diagnosis Code List Qualifier	X(3)	Code identifying a specific industry (Diagnosis) code list	O	
Person ID	X(12)	DCF assigned sequence number	O	
Mother ICN	X(13)	The mother ICN, if adjustment or voided claim	O	

In addition, the following fields will be provided to DCF and
mapped into the extract record.

    Line Item Charge Amount
    Service Unit Count
    Allowed Amount
    CoPay Amount
    Line Item Paid Amount
    Provider Name
    Claim Status Code
    Line Item Paid Service Unit Count

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Dental Claim Layout
File Name Format:
Historical: DCF_DENT_NEW_YYYYMMDD.HHMMSS.txt.gz
Ongoing: DCF_DENT_YYYYMMDD.HHMMSS.txt.gz

Field Name	Format	Description	Required / Optional	Value
ICN	X(13)	Number assigned to a claim processed in the system	R	
Claim Type	X(1)	Code that specifies the type of claim record	R	D
Medicaid ID	X(12)	Unique identifier for the recipient	R	
SSN	X(9)	The social security number for a recipient	R	
First Name	X(15)	The first name of a recipient	R	
Middle Initial	X(1)	The middle initial of the recipient.	O	
Last Name	X(20)	The last name of a recipient	R	
Title	X(5)	The title of the recipient.	O	
Date of Birth	N(8)	The date of birth for the recipient.	R	YYYYMMDD
Rendering Provider ID (Medicaid)	X(15)	Rendering provider's Medicaid ID	R	
Rendering Provider ID (NPI)	X(15)	Rendering provider's NPI ID	O	
Detail Number	N(4)	The number of the detail on a claim record	R	
First Date Of Service	N(8)	Date on which services were first performed for the detail	R	YYYYMMDD
Last Date Of Service	N(8)	Date on which services were last performed for a recipient	R	YYYYMMDD
Procedure Code	X(6)	Code used to identify a medical, dental, or DME procedure	R	
Tooth Number	X(2)	Code used to identify a tooth	O	
Tooth Surface	X(5)	Code used to identify a surface of a tooth	O	
Diagnosis Count	N(2)	Count of Diagnosis records	R	
Diagnosis Code	X(7)	The diagnosis code that was keyed on the claim	O	
Diagnosis Code Sequence	X(2)	Indicates whether diagnosis is primary, second, third, or fourth	O	
Diagnosis Code List Qualifier	X(3)	Code identifying a specific industry (Diagnosis) code list	O	
Person ID	X(12)	DCF assigned sequence number	O	
Mother ICN	X(13)	The mother ICN, if adjustment or voided claim	O	

In addition, the following fields will be provided to DCF and mapped into the extract
Line Item Charge Amount
Service Unit Count
Allowed Amount
CoPay Amount
Line Item Paid Amount
Provider Name
Claim Status Code
Line Item Paid Service Unit Count

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Pharmacy Claim Layout
File Name Format:
Historical: DCF_PHRM_NEW_YYYYMMDD.HHMMSS.txt.gz
Ongoing: DCF_PHRM_YYYYMMDD.HHMMSS.txt.gz

Field Name	Format	Description	Required / Optional	Value
ICN	X(13)	Number assigned to a claim processed in the system	R	
Claim Type	X(1)	Code that specifies the type of claim record	R	P or Q
Medicaid ID	X(12)	Unique identifier for the recipient	R	
SSN	X(9)	The social security number for a recipient	R	
First Name	X(15)	The first name of a recipient	R	
Middle Initial	X(1)	The middle initial of the recipient	O	
Last Name	X(20)	The last name of a recipient	R	
Title	X(5)	The title of the recipient. (Mr., Mrs, Miss)	O	
Date of Birth	N(8)	The date of birth for the recipient.	R	YYYYMMDD
Detail Number	N(04)	The number of the detail on a claim record	R	
NDC Code	X(11)	numeric product code and a 2 byte numeric package code. Used to uniquely	R	
Label Description	X(40)	package label, the strength description, and the dosage form description for	O	
Date Prescribed	N(8)	Date physician prescribed drug for a recipient	R	YYYYMMDD
Quantity Prescribed	X(10)	The number of units of a drug dispensed to a recipient	O	Non-integer value with 3 decimal
Number of Days Supplied	X(9)	Number of days a prescribed drug should last a recipient.	O	
Refill Number	X(2)	refills. The first time the prescription is filled, this attribute will be 0. The	O	
Person ID	X(12)	DCF assigned sequence number	O	
Mother ICN	X(13)	The mother ICN, if adjustment or voided claim	O	
Prescribing Practitioner	X(15)	The NPI ID of Prescribing Practitioner	R	

In addition, the following fields will be provided to DCF and
mapped into the extract record.
   Line Item Charge Amount
    Service Unit Count
     Allowed Amount
     CoPay Amount
    Line Item Paid Amount
    Provider Name
    Claim Status Code
    Line Item Paid Service Unit Count

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT II
BUSINESS ASSOCIATE AGREEMENT

The parties to this Attachment agree that the following provisions constitute a business associate agreement for purposes of complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This Attachment is applicable if the Vendor/Recipient is a business associate within the meaning of the Privacy and Security Regulations, 45 C.F.R. 160 and 164.

The Vendor/Recipient certifies and agrees as to abide by the following:

1. Definitions. Unless specifically stated in this Attachment, the definition of the terms contained herein shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164.

    1a. Protected Health Information. For purposes of this Attachment, protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164, limited to the information created, received, maintained or transmitted by the Vendor/Recipient from, or on behalf of, the Agency.

    1b. Security Incident. For purposes of this Attachment, security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity.

2. Applicability of HITECH and HIPAA Privacy Rule and Security Rule Provisions. As provided by federal law, Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), also known as the Health Information Technology Economic and Clinical Health (HITECH) Act, requires a Business Associate (Vendor/Recipient) that contracts with the Agency, a HIPAA covered entity, to comply with the provisions of the HIPAA Privacy and Security Rules (45 C.F.R. 160 and 164).

3. Use and Disclosure of Protected Health Information. The Vendor/Recipient shall comply with the provisions of 45 CFR 164.504(e)(2)(ii). The Vendor/Recipient shall not use or disclose protected health information other than as permitted by this Contract/Agreement or by federal and state law. The sale of protected health information or any components thereof is prohibited except as provided in 45 CFR 164.502(a)(5). The Vendor/Recipient will use appropriate safeguards to prevent the use or disclosure of protected health information for any purpose not in conformity with this Contract/Agreement and federal and state law. The Vendor/Recipient will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information the Vendor/Recipient creates, receives, maintains, or transmits on behalf of the Agency.

4. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Vendor/Recipient is permitted to use and disclose protected health information received from the Agency for the proper management and administration of the Vendor/Recipient or to carry out the legal responsibilities of the Vendor/Recipient, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Vendor/Recipient obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed

only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Vendor/Recipient of any instance of which it is aware in which the confidentiality of the protected health information has been breached.

5. Disclosure to Third Parties. The Vendor/Recipient will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity with this Contract/Agreement without prior written approval from the Agency. The Vendor/Recipient shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Vendor/Recipient on behalf of, the Agency agrees to the same terms, conditions, and restrictions that apply to the Vendor/Recipient with respect to protected health information. The Vendor's/Recipient's subcontracts shall fully comply with the requirements of 45 CFR 164.314(a)(2)(iii).

6. Access to Information. The Vendor/Recipient shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R. 164.524.

7. Amendment and Incorporation of Amendments. The Vendor/Recipient shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. 164.526.

8. Accounting for Disclosures. The Vendor/Recipient shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. The Vendor/Recipient shall document all disclosures of protected health information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.

9. Access to Books and Records. The Vendor/Recipient shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Vendor/Recipient on behalf of the Agency, available to the Secretary of the Department of Health and Human Services ("HHS") or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations.

10. Reporting. The Vendor/Recipient shall make a good faith effort to identify any use or disclosure of protected health information not provided for in this Contract/Agreement.

   10a. To Agency. The Vendor/Recipient will report to the Agency, within ten (10) business days of discovery, any use or disclosure of protected health information not provided for in this Contract/Agreement of which the Vendor/Recipient is aware. The Vendor/Recipient will report to the Agency, within twenty-four (24) hours of discovery, any security incident of which the Vendor/Recipient is aware. A violation of this paragraph shall be a material violation of this Contract/Agreement. Such notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Vendor/Recipient to have been, accessed, acquired, used, or disclosed during such breach.

   10b. To Individuals. In the case of a breach of protected health information discovered by the Vendor/Recipient, the Vendor/Recipient shall first notify the Agency of the pertinent details of the breach and upon prior approval of the Agency shall notify each individual

whose unsecured protected health information has been, or is reasonably believed by the Vendor/Recipient to have been, accessed, acquired, used or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contract information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the Web site of the covered entity involved or notice in major print of broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Vendor/Recipient to require urgency because of possible imminent misuse of unsecured protected health information, the Vendor/Recipient may also provide information to individuals by telephone or other means, as appropriate.
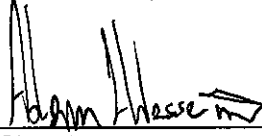
10c. To Media. In the case of a breach of protected health information discovered by the Vendor/Recipient where the unsecured protected health information of more than 500 persons is reasonably believed to have been, accessed, acquired, used, or disclosed, after prior approval by the Agency, the Vendor/Recipient shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.

10d. To Secretary of Health and Human Services (HHS). The Vendor/Recipient shall cooperate with the Agency to provide notice to the Secretary of HHS of unsecured protected health information that has been acquired or disclosed in a breach.

   (i) Vendors/Recipients Who Are Covered Entities. In the event of a breach by a contractor/recipient or subcontractor of the Vendor/Recipient, and the Vendor/Recipient is a HIPAA covered entity, the Vendor/Recipient shall be considered the covered entity for purposes of notification to the Secretary of HHS pursuant to 45 CFR 164. 408. The Vendor/Recipient shall be responsible for filing the notification to the Secretary of HHS and will identify itself as the covered entity in the notice. If the breach was with respect to 500 or more individuals, the Vendor/Recipient shall provide a copy of the notice to the Agency, along with the Vendor's/Recipient's breach risk assessment for review at least 15 business days prior to the date required by 45 C.F.R. 164.408 (b) for the Vendor/Recipient to file the notice with the Secretary of HHS. If the breach was with respect to less than 500 individuals, the Vendor/Recipient shall notify the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(c) and shall contemporaneously submit copies of said notifications to the Agency.

10e. Content of Notices. All notices required under this Attachment shall include the content set forth Section 13402(f), Title XIII of the American Recovery and Reinvestment Act of 2009 and 45 C.F.R. 164.404(c), except that references therein to a "covered entity" shall be read as references to the Vendor/Recipient.

10f. Financial Responsibility. The Vendor/Recipient shall be responsible for all costs related to the notices required under this Attachment.

ATTACHMENT II
BUSINESS ASSOCIATE AGREEMENT

11. Mitigation. Vendor/Recipient shall mitigate, to the extent practicable, any harmful effect that is known to the Vendor/Recipient of a use or disclosure of protected health information in violation of this Attachment.

12. Termination. Upon the Agency's discovery of a material breach of this Attachment, the Agency shall have the right to assess liquidated damages as specified elsewhere in the contract/agreement to which this Contract/Agreement is an attachment, and/or to terminate this Contract/Agreement.

  12a. Effect of Termination. At the termination of this Contract/Agreement, the Vendor/Recipient shall return all protected health information that the Vendor/Recipient still maintains in any form, including any copies or hybrid or merged databases made by the Vendor/Recipient; or with prior written approval of the Agency, the protected health information may be destroyed by the Vendor/Recipient after its use. If the protected health information is destroyed pursuant to the Agency's prior written approval, the Vendor/Recipient must provide a written confirmation of such destruction to the Agency. If return or destruction of the protected health information is determined not feasible by the Agency, the Vendor/Recipient agrees to protect the protected health information and treat it as strictly confidential.

The Vendor/Recipient has caused this Attachment to be signed and delivered by its duly authorized representative, as of the date set forth below.

Vendor/Recipient Name: **Department of Children and Families**

_____   O6|03|19
Signature   Date

HoAM L. MASSEKMAN SAMH QLA Manager
Name and Title of Authorized Signer