

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Data Sharing Agreement Between Seminole County and the Agency For Health Care Administration

DEPARTMENT: Community Services **DIVISION:** Community Assistance
Phillip C. Stalvey, Director David Medley, Manager

AUTHORIZED BY: Phillip C. Stalvey **CONTACT:** David Medley **EXT.** 3363

Agenda Date 5/27/03 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Approve and authorize the chairman to execute the data sharing agreement between Seminole County and the State of Florida, Agency for Health Care Administration.

BACKGROUND:

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the State of Florida, Agency for Health Care Administration is required to safeguard the privacy of information provided to Seminole County for purposes of the county's financial participation in the Medicaid program as provided for by Section 409.915, Florida Statutes (2002). The attached agreement outlines the permitted uses and disclosures of this information.

Reviewed by: _____
Co Atty: S. Distenfeld 5-14-03
DFS: _____
Other: _____
DCM: [Signature]
CM: [Signature]
File No. CCS01

DATA SHARING AGREEMENT

This agreement is entered by and between the State of Florida, Agency for Health Care Administration, hereinafter referred to as the Agency, and Seminole County, hereinafter referred to as the County.

Whereas, the Agency shall make available to the County certain data that is confidential and must be afforded special treatment and protection; and,

Whereas, the County shall receive and have access to data from the Agency that can be used or disclosed only in accordance with this agreement and state and federal law;

Now, therefore, the Agency and the County agree as follows:

1. Purpose of Agreement. The County represents, and in furnishing the data specified in this agreement the Agency relies upon such representation, that the data specified in this agreement will be used solely for purposes of Medicaid services pursuant to Section 409.915, Florida Statutes (2002).
2. Justification for Access. This agreement is authorized by law under section 1902(a)(7) of the Social Security Act. Section 1902(a)(7) of the Social Security Act mandates that a State Medicaid Plan provide safeguards that restrict the use or disclosure of information concerning applicants and recipients to purposes directly connected with the administration of the Plan. This agreement implements this statute by allowing the Agency to disclose the data necessary for the administration of the Medicaid program.
3. Description of Data. To enable the County to contribute its share of matching funds required for the Medicaid program, the Agency may disclose invoices for certain items of care and service for which the Agency has determined the County has financial liability.
4. Point of Contact. The Agency designates the following individual as the Agency's point of contact for this agreement:

David Herman, AHCA Privacy Officer

Name of point of contact

2727 Mahan Drive, Mail Stop 1, Bldg 3, Mail Stop 1

Street address

Tallahassee, Florida 32308

City/ State/ Zip code

850-488-2734

Phone number

All correspondence regarding this agreement, including, but not limited to, notification of change of custodianship, uses or disclosures of the data not provided for by this

agreement, requests for access to the data, requests for accounting of disclosures of the data, disposition of the data, and termination of this agreement, shall be addressed to the point of contact.

5. Custodial Responsibility. The County names the following individual custodian of the data on behalf of the County:

David Medley

Name of custodian

400 W. Airport Blvd.

Street Address

Sanford, FL 32773

City/ State/ Zip code

(407) 665-3363

Phone number

The custodian shall be responsible for the observance of all conditions of use and for the establishment and maintenance of safeguards as specified in this agreement to prevent unauthorized use. The County shall notify the Agency in writing within fifteen (15) days of any change of custodianship. Notification of change of custodianship shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

6. Permissible Uses and Disclosures of Agency Data. The County shall not use or further disclose the data specified in this agreement except as permitted by this agreement or as required by federal law. The County shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of and to prevent unauthorized use or access to the data specified in this agreement.

The County shall not release or allow the release of the data specified in this agreement to any persons or entities other than as permitted by this agreement.

The County shall restrict disclosure of the data specified in this agreement to the minimum number of individuals who require the information in order to perform the functions of this agreement. The County shall instruct individuals to whom the data is disclosed of all obligations under this agreement and shall require the individuals to maintain those obligations.

The County shall secure the data specified in this agreement when the data is not under the direct and immediate control of an authorized individual performing the functions of this agreement. The County shall make a good faith effort to identify any use or disclosure of the data not provided for by this agreement. The County shall notify the Agency by certified mail, return receipt requested, or in person with proof of delivery within seventy-two (72) hours of discovery of any use or disclosure of the data not provided for by this agreement of which the County is aware.

A violation of this section shall constitute a material breach of this agreement.

7. Disclosure to Agents. The County shall ensure that any agents of the County, including, but not limited to, a contractor or subcontractor, to whom the County provides the data specified in this agreement agree to the same terms, conditions, and restrictions that apply to the County with respect to the data.
8. Access to the Data. The County shall notify the Agency in writing by certified mail, return receipt requested, or in person with proof of delivery within ten (10) days of any requests received by the County from individuals seeking access to or copies of the data specified in this agreement.
9. Accounting of Disclosures. The County shall notify the Agency in writing by certified mail, return receipt requested, or in person with proof of delivery within ten (10) days of any requests received by the County from individuals seeking an accounting of disclosures of the data specified in this agreement. The County shall document all disclosures of the data as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528, and shall provide the Agency with such documentation upon the Agency's request.
10. Incorporation of Amendments to the Data. The County shall incorporate any amendments to the data specified in this agreement when and as notified by the Agency.
11. Penalties. The County acknowledges that failure to abide by the terms of this agreement may subject the County to penalties for wrongful disclosure of protected health information under federal law. The County shall inform all persons with authorized access to the data specified in this agreement of the penalties for wrongful disclosure of protected health information.
12. Indemnification. To the extent permitted by federal and state law, the County agrees to indemnify, defend, and hold harmless the Agency from any or all claims and losses accruing to any person, organization, or other legal entity as a result of violation of this Agreement. **County's**
13. Disposition of Data. The County may retain the data specified in this agreement for a period not to exceed five (5) years from the date the County receives or is provided access to the data, hereinafter referred to as the retention period. Upon conclusion of the retention period, the County shall destroy the data and any information derived from its contents, including all copies, modified data, or hybrid or merged databases containing the data. The County shall provide the Agency with written confirmation of the destruction of the data and any information derived from its contents.
14. Term of Agreement. This agreement shall be effective upon execution by both parties and shall remain in effect until April 1, 2008 or until terminated by one of the parties. The Agency may, by no less than twenty-four (24) hours written notice to the County, terminate this agreement upon material breach of this agreement. This agreement may be terminated by either party without cause upon thirty (30) days written notice. Notice of

termination shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

The terms of this agreement may not be waived, altered, modified, or amended except by written agreement of both parties.

This agreement supersedes any and all agreements between the parties with respect to the use of the data specified in this agreement.

In witness whereof, the Agency and the County have caused this agreement to be signed and delivered by their duly authorized representatives as of the date set forth below.

For Seminole County

For the Agency for Health Care Administration

Signature

Daryl McLain

Print Name

Cairman

Title

Date

Signature

Bob Sharpe

Print Name

Deputy Secretary for Medicaid

Title

1/31/03

Date