

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: August 19, 2008

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Administration

Submitted By: Administration

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file: original executed Memorandum of Understanding for Exchange of Protected Health Information.


**Summary:** This fully executed Memorandum of Understanding for Exchange of Protected Health Information among Board of County Commissioners of Palm Beach County and Health Care District. This document will serve as the instrument to facilitate the sharing of protected health information. Countywide (TKF)

**Background and Justification:** The federal Health Insurance Portability and Accountability Act of 1996 Authorized the Department of Health and Human Services and its Office for Civil Rights to promulgate administrative regulations concerning the security and confidentiality of certain "protected" health information. The Privacy Rule at 45 C.F.R. 160 and 164, places certain restrictions upon the sharing of individually identifiable health information unless and until certain assurances are given that the information shared will be protected in the hands of the receiving agency. Among governmental entities, the required assurances may be contained in a Memorandum of Understanding rather than within a more formal Business Associate Agreement.

**Attachment:** Memorandum of Understanding

Recommended by: \_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

Approved by:   
Assistant County Administrator

7/29/08  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years                                       | 2008       | 2009       | 2010       | 2011       | 2012       |
|--|------------|------------|------------|------------|------------|
| Capital Expenditures                               | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Operating Costs                                    | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| External Revenues                                  | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Program Income (County)                            | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| In-Kind Match (County)                             | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| <b>NET FISCAL IMPACT</b>                           | <u>0-</u>  | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| <b># ADDITIONAL FTE<br/>POSITIONS (Cumulative)</b> | _____      | _____      | _____      | _____      | _____      |

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_  
 Object \_\_\_\_\_ Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

\_\_\_\_\_  
 OFMB Contract Development and Control

**B. Legal Sufficiency:**

\_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director



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**Michael Greene**  
*Grants Compliance  
Manager*

July 8, 2008  
Gayle Corso, Program Manager  
Palm Beach County  
Board of County Commissioners  
Community Services Department  
Ryan White Program

Dear Gayle:

Attached, please find two original signed copies of the MOU for the exchange of protected health information. As soon as they are signed by Mr. Brad Merriman, Asst. County Administrator, please return one of the originals for our file.

Please direct any questions regarding this MOU to me at 561-659-1270 extension 5866.

Sincerely:

Michael B. Greene

**MEMORANDUM OF UNDERSTANDING  
FOR EXCHANGE OF  
PROTECTED HEALTH INFORMATION  
BETWEEN AGENCIES**

**Preamble**

The federal Health Insurance Portability and Accountability Act of 1996 authorized the Department of Health and Human Services and its Office for Civil Rights to promulgate administrative regulations concerning the security and confidentiality of certain "protected" health information. The Privacy Rule at 45 C.F.R. 160 and 164, places certain restrictions upon the sharing of individually identifiable health information unless and until certain assurances are given that the information shared will be protected in the hands of the receiving agency. Among governmental entities, the required assurances may be contained in a Memorandum of Understanding rather than within a more formal Business Associate Agreement. This document, therefore, will serve as the instrument to facilitate the sharing of protected health information among and between Florida governmental agencies. All agencies within the State of Florida will use this agreement wherever possible.

The Agencies, hereinafter PARTIES, to this Memorandum of Agreement are the Board of County Commissioners of Palm Beach County, Florida and Health Care District of Palm Beach County. By signature of the authorized designee for each agency, the PARTIES agree to comply with the terms of this Memorandum which shall be effective upon the date the last party executes this document.

**I. PURPOSE**

The PARTIES mutually assure each other that they will protect the confidentiality of any and all Protected Health Information shared with or made available to other PARTIES.

**II. DEFINITIONS**

- a. Privacy Rule means the Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information found at 45 C.F.R. Parts 160 and 164.
- b. Protected Health Information (PHI) means any information including demographic information whether oral or recorded in any form or medium that is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and is transmitted or maintained in electronic or any other form or medium. (See 45 C.F.. 160.103)
- c. Required By Law means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and which is enforceable in a court of law. Required by law includes, but is not limited to, court orders and

court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

- d. Covered entity means any health plan, any health care clearinghouse, and those health care providers electronically transmitting any personally identifiable health information in electronic form to carry out financial or administrative activities related to health care in connection with one of the following:
- (1) Health care claims or equivalent encounter information.
  - (2) Health care payment and remittance advice.
  - (3) Coordination of benefits.
  - (4) Health care claim status.
  - (5) Enrollment and disenrollment in a health plan.
  - (6) Eligibility for a health plan.
  - (7) Health plan premium payments.
  - (8) Referral certification and authorization.
  - (9) First report of injury.
  - (10) Health claims attachments.
  - (11) Other transactions for which an electronic transmission standard has been adopted as may be prescribed by regulation.

Other terms used but not otherwise defined in this AGREEMENT shall have the same meaning as those terms have in the Privacy Rule.

### **III. OBLIGATIONS AND ACTIVITIES**

- a. PARTIES agree not use or disclose PHI other than as permitted or required by law, or as provided in this AGREEMENT.
- b. PARTIES agree to use appropriate reasonable safeguards to prevent further use or disclosure of the PHI except when disclosure is required by law or permitted by this AGREEMENT.
- c. PARTIES agree to report any wrongful use or disclosure of the PHI not provided for by this AGREEMENT as soon as they become aware of it.
- d. PARTIES agree to assure that anyone acting on their behalf, including a contracted service provider, who receives PHI from a PARTY, will comply with terms that accomplish the objectives of this AGREEMENT, and that any subsequent or alternate

disclosures of PHI beyond those acting on the PARTY'S behalf will be compliant with the Privacy Rule and its provisions.

- e. PARTIES agree to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to facilitate disclosure accountings, complaint management, compliance oversight, or other administrative compliance measures required under the Privacy Rule.
- f. PARTIES agree to notify each other about material changes in their privacy policies and procedures, or relative to a permissive use or disclosure of PHI that may affect subsequent uses and disclosures.

**IV. PERMITTED USES AND DISCLOSURES**

- a. PARTIES may use or disclose PHI as Required by Law or as authorized and permitted in accordance with this AGREEMENT.
- b. PARTIES agree that uses and disclosures of PHI permitted for the proper management and administration of governmental operations, to carry out the legal responsibilities of state business within each respective agency, or as required by law will be limited to the amount reasonably necessary to meet the purpose for which the PHI is to be used or disclosed

**V. TERM AND TERMINATION**

- a. Term. This AGREEMENT shall continue in effect until terminated in writing by either party.
- b. Effect of Termination. When practicable, where permitted by Florida Law, and where mutually agreed upon by the PARTIES both PARTIES shall return or destroy all PHI received from the other party.

**Palm Beach County**

By: Brad Merriman Date: 7/15/08

Brad Merriman, Assistant County Administrator

APPROVED AS TO  
AND LEGAL SUFFICIENCY

**Health Care District of Palm Beach County**

By: Dwight Chenette Date: 7/3/08 Jan P. [Signature]  
COUNTY ATTORNEY

Dwight Chenette, CEO, Health Care District of Palm Beach County

By: Nicholas W. Romanello Date: JUNE 26, 2010  
Nicholas W. Romanello, Esq. Legal Counsel, Health Care District of Palm Beach County