

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: May 5, 2015	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department
Submitted By: Community Services
Submitted For: Financially Assisted Agencies (FAA)

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I. EXECUTIVE BRIEF


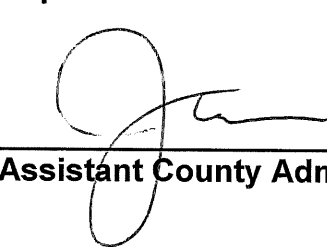
Motion and Title: Staff recommends motion to receive and file: Business Associate Agreement with Southeast Florida Behavioral Health Network, Inc. (SEFBHN).

Summary: Under the U.S. Health Insurance Portability and Accountability Act (HIPAA) of 1996, a HIPAA business associate agreement involves a HIPAA covered entity and a HIPAA business associate. The agreement protects personal health information in accordance with HIPAA guidelines and facilitates the sharing of protected health information among and between SEFBHN and the County. The Board of County Commissioners (BCC) has delegated authority to Brad Merriman, Assistant County Administrator to sign these agreements relating to HIPAA. This item is being submitted in accordance with Countywide PPM No. CW-O-051 to allow the Clerk's Office to note and receive the executed agreement. (FAA) Countywide (HH)

Background and Justification: The federal HIPAA of 1996 authorizes the Department of Health and Human Services (HHS) and its Office of Civil Rights to promulgate administrative regulations concerning the security and confidentiality of certain protected health information. FAA received notice from SEFBHN to execute the attached business associate agreement.

Attachments: Business Associate Agreement

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Recommended By:		4-20-15
	Department Director	Date
Approved By:		4/23/15
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included in Current Budget? Yes X No

Budget Account No.:

Fund _____ Dept _____ Unit _____ Object _____ Program Code _____ Program Period _____

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

No Fiscal Impact

C. Departmental Fiscal Review: me
Taruna Malhotra, Director, Financial & Support Svcs

III. REVIEW COMMENTS

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

OFMB ²¹⁰
4/20

AK
4/20/15

SMB
4/20

Legal Sufficiency

Dr. J. Jacobson 4/21/15
Contract Development and Control
4-21-15 B. Hedley

B. Legal Sufficiency:

Deane C. Dziuzd
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

SOUTHEAST FLORIDA BEHAVIORAL HEALTH NETWORK, INC.
BUSINESS ASSOCIATE AGREEMENT

The parties to this Business Associate Agreement (the "Agreement") are the **Southeast Florida Behavioral Health Network, Inc.** ("SEFBHN") and **Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners**, ("Business Associate") (collectively, the "PARTIES"). By signature of the authorized designee for each agency, the PARTIES agree to comply with the terms of this Agreement which shall be effective upon the date the last party executes this document.

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, this document will serve as the instrument to facilitate the sharing of protected health information among and between the SEFBHN and the Business Associate.

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 either party to this Agreement.

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 individually identifiable health information that is (i) transmitted by electronic media; (ii) maintained in electronic media; or (iii) transmitted or maintained in any other form or medium and as otherwise defined in 45 C.F.R. 160.103.

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 to use or disclose PHI other than as permitted or required by this Agreement or as required by law;
- b. PARTIES agree to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by law;

- c. PARTIES agree to report any 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 or other subcontractor, who receives PHI from a party to this Agreement, agrees to the same restrictions and conditions set forth in this Agreement with respect to such PHI;
- e. PARTIES agree to make available PHI in accordance with 45 C.F.R. 164.524 "Access of individuals to protected health information";
- f. PARTIES agree to make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526 "Amendment of protected health information";
- g. PARTIES agree to make available PHI required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528 "Accounting of disclosures of protected health information";
- h. PARTIES agree to make internal practices, books, and records, including but not limited to 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; and
- i. 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 to make uses and disclosures and requests for PHI consistent with SEFBHN's minimum necessary policies and procedures.
- c. PARTIES agree not to use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by a "covered entity" except for the specific uses and disclosures set forth below and authorized by 45 C.F.R. 164.504.
- d. PARTIES may use or disclose PHI in the following manner: The Business Associate shall access data, including PHI, entered in the SEFBHN data system, for agencies that have an executed contract with Palm Beach County to provide behavioral health services. The only program data to be used by the Business Associate is that data which relates to the contracted services.
- e. PARTIES agree that each may use PHI for the proper management and administration of the PARTIES, to carry out the legal responsibilities of each party, or as otherwise required by law and that such uses will be limited to the amount reasonably necessary to meet the purpose for which the PHI is to be used or disclosed.
- f. PARTIES may disclose the PHI covered under this Agreement for the purposes set forth in subsection IV.(e) if (i) the disclosure is required by law; or (ii) the party wishing to disclose has obtained reasonable assurances from the person to whom the PHI is to be disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (iii) if (ii) is applicable, the person

agrees to notify the party of any instances of which it is aware in which the confidentiality of the PHI has been breached.


V. TERM AND TERMINATION

- a. Term. The Term of this Agreement shall be effective as of the date last executed below and shall continue in effect until terminated, with or without cause, in writing by either party.
- b. Effect of Termination. At termination of the Agreement, if feasible and where permitted by Florida Law, the PARTIES shall return or destroy all PHI received from the other party that each party maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

VI. MISCELLANEOUS

- a. Survivability. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the Term of this Agreement shall survive its expiration or earlier termination.
- b. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- c. Amendment. The PARTIES agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with the Privacy Rule.
- e. No Third Party Beneficiaries. The PARTIES agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.


**Southeast Florida Behavioral
Health Network, Inc.:**

By: 
Print Name: ANN M. BERNER
Title: CEO/President

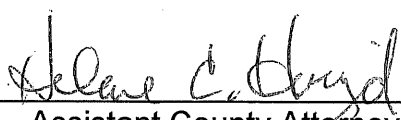
**APPROVED AS TO TERMS
AND CONDITIONS**


Department Director

**Business Associate:
Palm Beach County
Board of County Commissioners**

By: 
Print Name: Brad Merriman
Title: Assistant County Administrator

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**


Assistant County Attorney