

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 22, 2015 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department: Criminal Justice Commission
Submitted By: Criminal Justice Commission
Submitted For: Criminal Justice Commission

I. EXECUTIVE BRIEF

Motion and Title:

Staff recommends motion to receive and file one (1) original Business Associate Agreement with the Southeast Florida Behavioral Health Network, Inc, effective July 1, 2015 until terminated in writing by either party.

Summary:

The Southeast Florida Behavioral Health Network, Inc. has entered into a Business Associate Agreement executed by the Assistant County Administrator, pursuant to authority delegated by the BCC in Resolution number 2003-0554. Pursuant to Countywide PPM CW-O-051, one (1) standard Business Associate Agreement that has been executed by the Assistant County Administrator and Southeast Behavioral Health Network, Inc. is being submitted as a receive and file agenda item for the Clerk's Office to note and receive. The Business Associate Agreement will facilitate the exchange of health information to complete research and evaluation studies on individuals involved with the criminal justice system. There is no cost to the County associated with this Business Associate Agreement. **Countywide (SB)**

Background and Justification (or Policy Issues):

As an advisory body to the Palm Beach County Board of County Commissioners, the Criminal Justice Commission conducts research and evaluation studies that examine the state of the local criminal justice system. As part of this work, the Commission reviews the impact of programs on offenders with behavioral health issues. With the assistance of the Southeast Florida Behavioral Network, Commission staff is able to determine the prevalence of behavioral health issues found in the offender population. Access to this type of information is vital to the Criminal Justice Commission's efforts to address mental health and crime and to develop programming that promotes crime prevention and offender rehabilitation/re-integration.

Attachments:

- 1. Business Associate Agreement with Southeast Florida Behavioral Network.**

Recommended by:

Department Director

Date _____

Approved By:

County/Deputy/Assistant County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u> *</u> _____	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No _____
Budget Account No.: Fund _____ Department _____ Unit _____
Object _____ Reporting Category _____

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

* There is no fiscal impact associated with this agenda item.

C. Departmental Fiscal Review:

Stephanie Sepnola

III. REVIEW COMMENTS

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

Sherry Br

OFMB
9/9 2/2/15

A. J. Jacobant 9/11/15

Contract Dev. and Control
9-10-15 B. Wheeler

B. Legal Sufficiency:

Don Burr

Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(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 Criminal Justice Commission** ("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 will provide a list of individuals involved in reentry from jail or prison including Name, Date of Birth, Gender, Race and program released from on a quarterly basis. SEFBHN will provide an aggregate report detailing by program the type and amount of services received from network providers.
- 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.

South East Florida Behavioral
Health Network

By: Ann M. Berner

Print Name: ANN M. BERNER

Title: CEO/President

July 1/2015

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: Brad Merriman

Brad Merriman
Assistant County Administrator
and Privacy Officer
Through Robert Weisman, County
Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Sharon G. Burrows

Sharon G. Burrows
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: Michael Rodriguez

Michael Rodriguez
Executive Director
Criminal Justice Commission