Appendix A

Name of Associate:	(Vendor	for	Pre-Adjudication
Auditing & Recovery for out-of-state claims)			
Name of Agency: The West Virginia Public Employees Insurance Agency			
Describe the PHI. If not applicable please indicate the same.			
Per 45 CFR, Part 160.103			
Health information means any information, whether oral or recorded in a	ny form o	or me	edium, that:

(1) Is created or received by a health care provider, health plan, public health authority,

(2) 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

Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and:

employer, life insurer, school or university, or health care clearinghouse; and

- (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- (2) 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
 - (i) That identifies the individual; or

provision of health care to an individual.

(ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Protected health information means individually identifiable health information:

- (1) Except as provided in paragraph (2) of this definition, that is:
 - (i) Transmitted by electronic media;
 - (ii) Maintained in electronic media; or
 - (iii) Transmitted or maintained in any other form or medium.

The scope of work to be addressed in the Agreement shall include, but not necessarily be limited to: PEIA seeks identification, reporting, and subsequent recovery of improper overpayments related to preadjudication auditing and recovery services for out of state claims by the winning vendor. In this

agreement this PHI/ePHI shall specifically include, but not necessarily be limited to the following, and shall be subject to the terms and conditions listed in this Appendix:

- (1) PEIA member and/or dependent name(s) and accompanying personally identifiable information, including, but not limited to: date(s) of birth, social security numbers, policy number(s), e-mail address(es), phone number(s), address(es), medical condition(s), health status, or other specific identifiers as listed in the published U. S. DHHS Guidance viewable at: http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/Deidentification/hhs deid guidance.pdf.
- (2) PEIA member and dependent claim(s) data related to the utilization of out-of-state services. Claim(s) data may include, but is not necessarily limited to: date(s) of service; diagnosis information – admitting, discharge, etc.; provider name(s); provider identifier(s); rate(s) billed; rate(s) paid; provider note(s), records, and/or documentation; and/or other relevant documentation necessary to complete the scope of work as outlined in this Agreement.
- (3) Such data may include data related to mental health and/or substance abuse and/or other sensitive medical treatment(s) provided by out-of-state providers and/or facilities.
- (4) Prior authorization, pre-adjudication, and/or other relevant documentation pertaining to, and/or used in consideration of claim(s) adjudication.
- (5) The PHI/ePHI may include medical claims data and/or claims adjudication information used, stored, and/or maintained by third party administrators on behalf of the West Virginia Public Employees Insurance Agency at the discretion of the PEIA contract administrator for this Agreement.
- (6) The Associate shall comply with any and/or all provisions of Titles I & II of the Health Insurance Portability and Accountability Act of 1996, Pub.L. 104-191, 110 Stat. 1936, as amended, and the Health Information Technology for Economic and Clinical Health Act (HITECH) enacted as part of the American Reinvestment and Reauthorization Act of 2009 (ARRA), including the Final Omnibus Rule.
- (7) In all instances, only the minimum amount of PHI necessary for the Associate to complete the scope of work under this contract shall be released to the Associate pursuant to the Agreement.

By signing below, the parties agree to the terms and conditions of the West Virginia State Government HIPAA Business Associate Addendum including the terms and conditions outlined in APPENDIX A of the document.

	Approved for:					
est Virginia Public Employees		Vendor				
Insurance Agency						
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