

Appendix A

Name of Associate:

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 any form or medium, that:

- (1) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, 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.

Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, 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
 - (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.

In this agreement this shall specifically include, but not be limited to:

- (1) Prescription claim information, and
- (2) Underlying medical treatment and diagnosis information

Specifically, the data to be released to the Associate will include, but not necessarily be limited to de-identified medical and/or pharmacy claims information needed for developing and distributing a Request for Proposals for Third Party Medical Claims Administration and/or Management. It shall be the responsibility of the Associate to inform PEIA of what specific data elements are needed in order to fulfill the scope under this Agreement. Accordingly, the following terms and/or conditions shall apply to this Business Associate Agreement and Addendum:

- 1) PEIA reserves the right to determine the method(s) for the de-identification of data to be released.
- 2) Only the minimum necessary data allowing for the vendor to perform the scope of work as defined in the Agreement shall be released from PEIA to the Associate.
- 3) Any and/or all data exchange(s) shall occur using secure data transfer through the PEIA FTP site(s).
- 4) The Associate agrees to comply with any and/or all applicable provisions of the Privacy and Security Rule(s) of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the Omnibus Security Rule and the Health Information Technology for Economic and Clinical Health Act (HITECH).
- 5) This Agreement may involve data sharing between PEIA, the Associate, and other Business Associates of PEIA.
- 6) The PHI covered by this DUA may not be used by the Associate for any purpose other than the proper management and administration of the scope of work administered by the Associate with regard to its Agreement with PEIA. No other use(s), release(s), and/or further disclosure(s) is/are permissible under this agreement. The Associate is expressly prohibited from using PEIA member data and/or PHI for any other contract(s), agreements, research projects, purposes, and/or service agreement(s) with any other entity other than PEIA.
- 7) The Associate will report to PEIA, in writing, any breach, unauthorized use or disclosure of the PHI not provided for by this Agreement of which it becomes aware with one (1) business day.
- 8) Upon completion of the scope of work of the Agreement, the Associate shall, at the direction of PEIA, dispose of the data provided to the Associate by PEIA in a mode, means, and/or manner consistent with the provision(s) of the Security Rule(s) of HIPAA
- 9) Nothing in this agreement shall convey ownership rights and/or privileges for the data shared by PEIA to the Associate. Ownership rights and privileges to the data covered in this Agreement shall solely reside with the West Virginia Public Employees Insurance Agency.
- 10) The interpretation of this Agreement shall be made under the law(s) of the State of West Virginia.