



## Office of Support Services

Tracy J. Plouck, Director • Leonard N. Mills, Chief • 2150 W. Broad St. • Columbus, OH 43223 • (614) 752-0116 • mha.ohio.gov

Date: November 20, 2013

To: 921 - Fairfield County ADAMH Board  
Attention: Rhonda Myers, Executive Director  
108 West Main Street, Suite A  
Lancaster, Ohio 43130

From: OhioMHAS Office of Support Services  
Leonard N. Mills, Chief  
2150 W. Broad Street  
Columbus, Ohio 43223-1200

Re: Revised Business Associate Agreement/Assurance Statement

Enclosed please find a renewal agreement between the Office of Support Services (OSS) and Fairfield County ADAMH Board, on behalf of your provider agencies. This agreement outlines the payment assurance requirements for your Board's 421 expenditures, protects all persons or entities under Health Insurance Portability and Accountability Act (HIPAA) regulations, and provides authorized users with electronic access to Central Pharmacy Outpatient (CPO) reports.

- The state funding available for the Community Medication program, included in Appropriation Line Item (ALI) 421, subsidizes funding for medications for the community. Boards are responsible for purchases by their assigned provider agencies beyond any amount directed to a line of credit at OSS from the ALI 421 allocation.
- The HIPAA Privacy and Security Rules, and certain provisions under the American Recovery and Reinvestment Act of 2009 (ARRA), require CPO to enter into a contract with your Board known as a "Business Associate Agreement" (BAA) to safeguard "Protected Health Information" (individually identifiable health information).
- Upon authorization, electronic access to CPO monthly activity reports will be available through a secure site in accordance with Exhibit A.

Upon review, please execute two (2) copies of the enclosed agreement and return both originals of the signed agreements to OSS. Upon receipt, Mr. Mills will sign and return a fully executed copy for your records. If you have any concerns or questions, please direct them to Christina Price at (614) 752-0116.

/cp

Encs.: Revised Business Associate and Assurance Contract – two copies to sign and return  
End user application for electronic CPO report access – required for each user

OFFICE OF SUPPORT SERVICES  
BUSINESS ASSOCIATE AND ASSURANCE CONTRACT

This contract is entered into by and between Fairfield County ADAMH Board, located at 108 West Main Street, Suite A, Lancaster, Ohio, 43130 ("Board"), on behalf of their assigned Provider Agencies, and the Ohio Department of Mental Health and Addiction Services ("OhioMHAS"), Office of Support Services ("OSS"), located at 2150 West Broad Street, Columbus, Ohio 43223-1200, on behalf of their Central Pharmacy Outpatient ("CPO"), and Ohio's Pharmacy Service Center (OPSC). This contract shall be effective July 1, 2013, and shall continue in effect unless terminated in accordance with the terms of paragraphs 11 or 20, or by mutual agreement of the parties.

WHEREAS, the funds included in Appropriation Line Item (ALI) 421, Continuum of Care, may be used to provide subsidized support for the medication needs of indigent citizens of a community, to promote and support the recovery/resiliency of consumers (adults and children/adolescents), to reduce unnecessary hospitalization because of the inability to afford the required medication, and to provide subsidized support for methadone and other medications used to treat opiate addiction; and

WHEREAS, the funds included in Appropriation Line Item (ALI) 421, Continuum of Care, is permitted to be used by Board for the procurement of medication from OSS and the Board is responsible for payment to OSS for medications ordered from OPSC, dispensed by CPO, or payments made to private pharmacies that exceed the funds directed to a line of credit with OSS by the Board; and

WHEREAS, CPO will utilize confidential, personally identifiable health information obtained in conjunction with CPO's filling and dispensing of prescription medications for persons served by Board's provider agencies to process payment for those prescriptions, and will obtain personal health information to process payment to private pharmacies' that fill and dispense prescription medications for persons served by Board's contract provider agencies; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] and the security regulations [45 CFE §§ 164.308; 164.314] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], relevant amendments effected by the American Recovery and Reinvestment Act of 2009 (ARRA, Pub. L. 111-5, §§ 13400 *et seq.*) and the terms of this Contract, or more stringent provisions of the law of the State of Ohio.

NOW THEREFORE, the parties agree as follows:

1. *Protected Health Information* ("PHI") means individually identifiable information received from or on behalf of the Board and/or contract agencies relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined in 45 CFR § 164.501, and any amendments thereto.
2. Board shall provide to CPO any updates to the copy of its Notice of Privacy Practices previously submitted to CPO and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
3. CPO agrees that it shall not receive, create, use or disclose PHI except as follows:
  - a. CPO shall receive PHI from private pharmacies to process payment for services billed under the Community Medication program, shall use PHI obtained from Board's provider agencies in order for CPO to fill and dispense prescriptions for individuals served by the provider agencies and to process payment for those prescriptions, and may use such PHI in order to prepare and return to Board any reports relating to the Community Medication program as agreed upon between Board and CPO.
  - b. As necessary for the proper management and administration of CPO or to carry out legal responsibilities of CPO, provided that such disclosure is permitted under state and federal law. PHI may only be disclosed to another person/entity when:
    - ◆ Disclosure is required by law; or
    - ◆ Where CPO obtains reasonable assurances from the person/entity to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
    - ◆ Person/entity agrees to notify CPO of any breaches of confidentiality.
  - c. To permit CPO to provide data aggregation services relating to the health care operations of the Board.
4. CPO agrees that it will not request, use, or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure, or request.

5. CPO will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall implement administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of Board.

6. CPO agrees that it shall immediately report to Board, in writing and within 72 hours of discovery, any unauthorized uses/disclosures of unsecured PHI of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach. CPO shall report to Board any security incident of which it becomes aware. At the request of Board, CPO shall identify, to the extent it is able to do so: the date of the security incident, the scope of the security incident, and CPO's response to the security incident.

7. CPO shall ensure that all of its subcontractors and agents are bound, in writing, by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents.

8. CPO shall make all PHI and related information in its possession available to the individual and/or the Board to the extent necessary to allow access for inspection and copying in accordance with 45 CFR § 164.524 and ARRA, to account for disclosures of PHI in accordance with 45 CFR § 164.528 and ARRA, or to amend PHI and related information in accordance with 45 CFR § 164.526. CPO shall, as directed by Board, incorporate any amendments or related statements into the information held by CPO and any subcontractors or agents.

9. CPO agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of Board available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the HIPAA regulations, and any amendments thereto.

10. Upon termination of this Contract, CPO agrees, at the option of Board, to return or destroy all PHI created or received from or on behalf of Board, except to the extent that CPO is required by law to retain the PHI. CPO agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, CPO agrees to provide Board with appropriate documentation/certification evidencing such destruction upon request of Board. If return or destruction of all PHI, and all copies of PHI, is not feasible, CPO agrees to extend the protections of this Contract to such information for as long as it is maintained, and to limit further uses and disclosures to those which make return or destruction infeasible.

11. Any non-compliance by CPO with the terms of this Contract or the privacy and/or security regulations shall be a breach of this Contract if CPO knew of the breach and failed to take immediate and reasonable steps to cure the non-compliance. CPO agrees that Board has the right to immediately terminate this Contract if Board determines that CPO has violated a material term of the Contract.

12. This Contract shall be binding on the parties and their successors, but no party may assign the Contract without the prior written consent of the others, which consent shall not be unreasonably withheld.

13. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Contract.

14. Any ambiguities in this Contract shall be resolved in favor of an interpretation that promotes compliance with HIPAA, ARRA, and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Contract. Any other amendments to this Contract shall not be effective without the written agreement of all parties.

15. Any notice to the other party pursuant to this Contract shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To OSS: OhioMHAS Office of Support Services  
Attn: Leonard N. Mills, Chief  
2150 West Broad Street  
Columbus, OH 43223-1200  
(614) 752-0116

To Board: Fairfield County ADAMH Board  
Attn: Rhonda Myers, Executive Director  
108 West Main Street, Suite A  
Lancaster, OH 43130  
(740) 654-0829

16. Board agrees that OSS medications will be used only for those persons who are both financially and clinically eligible.

17. Client eligibility for subsidized support for psychotropic medications should factor in income and client characteristic standards, such as:

- a. Adults with a severe mental disability (SMD) or children/adolescents with a serious emotional disturbance (SED); or
- b. At risk of hospitalization if medications were discontinued; or
- c. Recently released from a mental health inpatient, residential treatment facility, jail, or prison (within a three month period prior to eligibility determination).

18. Board agrees that CPO medications will be used in accordance with the policies and procedures set forth in the Central Pharmacy Outpatient Manual and will not be used for resale or redistribution to others.

19. Board will make payment to OSS, directly or through a contractor, for all services rendered pursuant to this Contract, either using its Appropriation Line Item 421, Continuum of Care, or another source of funds. Payment is due within thirty (30) days of receipt of proper invoice. If payments are not received within ninety (90) days of receipt of proper invoice, OSS may discontinue services to Board's contract agencies.

20. If OSS does not provide goods and services described in this Contract in a manner satisfactory to Board, Board shall notify OSS in writing. If problems remain unresolved to the satisfaction of the parties after thirty (30) days of receipt of the notice, Board may notify the Chief of OSS of its intent to cease purchasing through OSS within ninety (90) days. OSS may cancel this Contract upon a 120 day written notice to the Board. However, OSS may terminate services without a 120 day notice if payments are not received in accordance with paragraph 19.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Leonard N. Mills, Chief  
Office of Support Services  
Ohio Department of Mental Health and Addiction Services

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rhonda Myers, Executive Director  
Fairfield County ADAMH Board

EXHIBIT A  
CENTRAL PHARMACY OUTPATIENT ELECTRONIC REPORTS

Authorization is granted to Central Pharmacy Outpatient (OhioMHAS OSS) to release electronic files representing monthly pharmaceutical activity as listed below.

**Electronic Reports**

Reports to authorized users are now available electronically through an online portal maintained by OSS. (These are the same reports that are currently received by mail). Reports include, but are not limited to:

**Board reports:**

- Board Summary
- Sales Monthly
- Special Reports as agreed upon
- Monthly Billing (future availability; release date to be determined)

**Agency reports:**

- Institution Activity
- 10-day Prescriptions
- Special Reports as agreed upon

**Secure Site Access**

To obtain authorization for access to electronic reports, individuals must submit a completed application form for each user.

1. Each "Application for Access" must be completed, signed, and mailed to:

OhioMHAS Office of Support Services  
Central Pharmacy Outpatient  
Attn: Tracie Taylor, R.Ph., Pharm. D., Manager  
2150 West Broad Street  
Columbus, OH 43223-1200

2. Usernames will consist of the user's complete last name, followed by the first letter of the user's first name (For example, John Smith will receive the username SmithJ).
3. Once the "Application for Access" is received and the authorization for access is approved, OSS will provide each authorized user with a unique user name and password to the email address on the application.

CPO report files will be available to authorized users from the following site:  
<https://mhliportal.mh.state.oh.us/BP/CPOC>

Authorized users can contact [cpo.reports@mha.ohio.gov](mailto:cpo.reports@mha.ohio.gov) for questions and additional information, including user issues or password resets. All email requests will be responded to within 48 business hours.

APPLICATION FOR ACCESS  
CENTRAL PHARMACY OUTPATIENT ELECTRONIC REPORTS

**Applicant Information**

Facility  
Contact:

Date:

\_\_\_\_\_

Last

\_\_\_\_\_

First

\_\_\_\_\_

M.I.

Title:

Phone: ( )

Email:

Fax: ( )

**Facility Information**

Facility Name:

**Fairfield County ADAMH Board**

Board/Agency

#

**921**

Address:

**108 West Main Street, Suite A**

Street Address

Suite #

**Lancaster**

**OH**

**43130**

City

State

ZIP Code

**User Name / Password**

User Name:

\_\_\_\_\_ (Last name, First initial)(Example: SmithJ)

Password:

(Assigned by  
CPO)

Authorization is granted to Central Pharmacy Outpatient/Ohio Department of Mental Health and Addiction Services to release electronic files representing monthly pharmaceutical activity - patients served, medications prescribed and associated costs, as well as, patient profiles, and any other special reports requested. In submitting this request, the facility agrees that it has established and will maintain appropriate administrative and technical safeguards to prevent any unauthorized access to the electronic billing reporting system.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Our reference: 61-921