

Iowa Department of Human Services  
**Agreement for the Use of Data**

Agreement for Use of Insurance Carrier Data Containing Individual-Specific Information Pursuant to 42 U.S.C. § 1396a(a)(25)(A) and 42 CFR 433.138 and 433.139, the Iowa Department of Human Services is required to take all reasonable measures to ascertain the legal liability of third parties to pay for care and services available under the Iowa Medical Assistance program administered by the Department pursuant to Iowa Code chapter 249A (also known as Medicaid or Title XIX). Where third-party liability exists, the Department must either reject claims for payment and return them to the provider of care and services for a determination of the amount of third-party liability or must seek reimbursement from the third party after payment of claims.

Pursuant to 2004 Iowa Acts, Senate File 2298, sections 119(1) “c” and 153, the Department of Human Services and insurance carriers providing health benefit plans in Iowa are required to enter into a health insurance data match program to match insureds against Medical Assistance recipients for purposes of identifying third-party payers for Medical Assistance recipients.

To provide the Department of Human Services with the information necessary to identify third party payers by matching Iowa Medical Assistance recipients against individuals insured by \_\_\_\_\_, and to ensure the integrity, security, and confidentiality of the information provided, the Department of Human Services and \_\_\_\_\_ agree to the following terms and conditions:

1. This Agreement is by and between \_\_\_\_\_, hereinafter termed “Carrier,” and the Iowa Department of Human Services or its designee, hereinafter termed “User.”
2. This Agreement addresses the conditions under which the Carrier will disclose and the User will obtain and use the Carrier data files specified in Paragraph 8. The terms of this Agreement can be changed only by a written modification to this Agreement or by the parties adopting a new agreement. The parties agree further that communication regarding this Agreement shall be through the Iowa Department of Human Services Custodian identified in Paragraph 4 and the Carrier Point of Contact identified in Paragraph 5 or that individual’s signatory to this Agreement as shown in Paragraph 16, or those individuals’ successors.
3. The parties mutually agree that the Carrier retains all ownership rights to the data file(s) referred to in this Agreement, and that the User does not obtain any right, title, or ownership interest in the data files furnished by the Carrier.
4. The parties mutually agree that the following named individual is designated as “Custodian” of the files on behalf of the User and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The User agrees to notify the Carrier within 15 business days of any change of custodianship.

**Iowa Department of Human Services Custodian**

Name of Custodian	State Medicaid Agency
Street Address	
City/State/ZIP Code	
Telephone number including area code	
E-mail address, if applicable	

The parties mutually agree that the following named individual will be designated as the Carrier “point-of-contact” for the Agreement.

Name of Contact	Title
Street Address	
City/State/ZIP Code	
Telephone number including area code	
E-mail address, if applicable	

5. The Carrier agrees to provide a full data match file beginning September 1, 2004, and a full data match or a submission of changes on a monthly basis thereafter. If the Carrier chooses to submit the changes on a monthly basis, the Carrier shall provide a full replacement data match file on a quarterly basis. The data file will include data for the most recent 24-month period. The content of the data file shall be limited to Iowa resident insureds as defined by the Iowa Medical Assistance program and shall reveal, to the extent that Carrier’s records include the information, the data described in Paragraph 8. The Carrier will transmit the data file to User in a medium and by a date as mutually agreed upon. The data file will contain an identifier indicating “full file” or “replacement file.”
6. The User represents, and in furnishing the data files specified in Paragraph 8 the Carrier relies upon such representation, that such data files will be used solely for the purpose of matching insureds against Medical Assistance recipients and identifying third-party payers for Medical Assistance recipients, as required or permitted by state or federal law. The User represents further that the User shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any third party except as required to match insureds against Medical Assistance recipients and identify third-party payers for Medical Assistance recipients, including the identification of third-party payers to providers of Medicaid services for billing purposes. The parties further agree that they shall adhere to the privacy obligations as set forth in

- Exhibit B, attached hereto and incorporated by reference. The User agrees that, within the User organization, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this paragraph and to those individuals on a need-to-know basis only.
7. The following Carrier data files are covered under this Agreement:
    - \_ Transaction code sets, previously established pursuant to prior agreement between User and Carrier, in place upon execution of this Agreement, if applicable, or
    - \_ Standard transaction code sets as defined in Exhibit A: Data Element List, attached hereto and incorporated by reference.
  8. The parties mutually agree that the User will retain the files described in Paragraph 8 for 30 days. The User will destroy the files within 30 days of receipt.
  9. The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The User acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable or deducible information derived from the files specified in Paragraph 8 is prohibited. Further, the User agrees that the data must not be transmitted to any other entity by the Department or its designee without written approval from the Carrier.
  10. The parties mutually agree that the following specified attachments are part of this Agreement:
    - \_ Exhibit A: Data Element List
    - \_ Exhibit B: Privacy Obligations
  11. The User agrees that, in the event the Carrier determines or has a reasonable belief that the User has made or may have made disclosure of the aforesaid files that is not authorized by this Agreement or other written authorization from the appropriate System Manager or the person designated in Paragraph
  12. 16 of this Agreement, the Carrier in its sole discretion may require the User to:
    - \_ Promptly investigate and report to the Carrier the User's determinations regarding any alleged or actual unauthorized disclosure;
    - \_ Promptly resolve any problems identified by the investigation;
    - \_ If requested by the Carrier, submit a formal response to an allegation of unauthorized disclosure;
    - \_ If requested by the Carrier, submit a corrective action plan with steps designed to prevent any future unauthorized disclosures; and
    - \_ If requested by the Carrier, return data files to the Carrier.
  13. The User understands that, as a result of the Carrier's determination or reasonable belief that unauthorized disclosures have taken place, the Carrier may refuse to release further data to the User for a period of time to be determined by the Carrier.
  14. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement for protection of the data files specified in Paragraph 8.

15. On behalf of the User, the undersigned individual hereby attests that the individual is authorized to enter into this Agreement and agrees to all the terms specified herein.

(Name and Title of Individual - Typed or Printed)

\_\_\_\_\_  
(State Medicaid Agency)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/State/ZIP Code)

\_\_\_\_\_  
(Telephone number, including area code)

\_\_\_\_\_  
(E-mail address, if applicable)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

15. The Custodian, as named in Paragraph 4, hereby acknowledges appointment as Custodian of the aforesaid files on behalf of the User, and agrees as an employee of the User to comply with all of the provisions of this Agreement on behalf of the User.

**Iowa Department of Human Services**

(Typed or Printed Name of Custodian) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Date) \_\_\_\_\_

16. On behalf of the Carrier, the undersigned individual hereby attests that the individual is authorized to enter into this Agreement and agrees to all the terms specified herein.

(Name and Title of Representative - Typed or Printed) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Date) \_\_\_\_\_

17. The Carrier and the User will enter into a trading partner agreement as required by HIPAA.

### Exhibit A: Data Element List

The first three fields are not maintained on the TPL Resource file. This data is pulled from the Recipient Eligibility file. Therefore, the field types and lengths represent how they are stored on the Eligibility file, not the TPL Resource file. Field length information as supplied by the Carrier is acceptable.

\_ Last 4 characters of Dependent Social Security Number (alphanumeric, 4 characters, if available)

\_ Dependent Name:

1. First (alphanumeric)

2. Last (alphanumeric)

3. Middle (alphanumeric)

\_ Dependent Date of Birth (This field is 8 characters long.)

\_ Member Identification Number

\_ Carrier Code (alphanumeric, 5 characters, as assigned by User—required only once per submission)

\_ Coverage Type (alphanumeric)

06 Medical

12 Medicare supplement

15 Dental

19 Pharmacy

20 Vision

\_ Last 4 characters of Policy Holder Social Security Number (alphanumeric, 4 characters, if available to Carrier)

\_ Policy Holder Name (alphanumeric, 30 characters)

\_ Group Number (alphanumeric, 30 characters, optional)

\_ Group/Employer Name and Address (alphanumeric, 32 characters, optional)

\_ Coverage Begin Date (YYYYMMDD, stored as century date)

\_ Coverage End Date (YYYYMMDD, stored as century date)

\_ Dependent Relationship to Member/Insured (alphanumeric, as available to Carrier)

1 Self

3 Other

4 Parent

5 Spouse

8 Grandparent

9 Dependent

NOTE: All alphanumeric fields are left-justified and blank-filled. All numeric fields are right-justified and zero-filled.

## **Exhibit B: Privacy Obligations**

The parties agree that the provisions of Exhibit B (“Exhibit”), in addition to the confidentiality provisions set forth in the main body of the Agreement to which this Exhibit is attached, shall apply to all information that constitutes PHI, as defined below.

### **A. Definitions**

For purposes of this Exhibit:

“*Agreement*” means the Data Use Agreement under which User will have access to PHI and to which this Exhibit is attached and herein incorporated by reference.

“*Carrier*” means [\_\_\_\_\_].

“*Designated Record Set*” means any item, collection, or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for Carrier.

“*Individual*” means the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.

“*PHI*” means all protected health information, as that term is defined in 45 CFR 160.103, regardless of form, that is created or received by User from or on behalf of Carrier.

“*Privacy Rule*” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

“*User*” means the Iowa Department of Human Services.

Terms used but not otherwise defined in this Exhibit shall have the same meaning as in the Privacy Rule.

### **B. Obligations and Activities of User**

1. User agrees not to use or disclose PHI other than as permitted or required by this Agreement or by law.
2. User agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as permitted or required by this Agreement or by law.
3. User agrees to mitigate, to the extent practicable, any harmful effect that is known to User of a use or disclosure of PHI by User in violation of the requirements of this Agreement.
4. User agrees to promptly report to Carrier any use or disclosure of PHI not permitted or required by this Agreement or by law of which the User becomes aware.
5. User agrees to ensure that any agent, including a subcontractor, to whom User provides PHI, agrees to the same restrictions and conditions that apply through this Agreement to User with respect to such information.
6. With respect to PHI contained in a Designated Record Set, User agrees to provide, within seven days after a request by Carrier, access to such PHI to Carrier or, as directed by Carrier, to an individual in order to meet the requirements of the Privacy Rule.
7. With respect to PHI contained in a Designated Record Set, User agrees to promptly make any amendment to such PHI that Carrier directs.
8. User agrees to make all PHI and all internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI, available to Carrier or to the Secretary of the Department of Health and Human Services (“Secretary”), upon the request or at the direction of Carrier or the Secretary, for purposes of the Secretary’s determination of Carrier’s compliance with the Privacy Rule.
9. User agrees to document disclosures of PHI and information related to such disclosures to the extent required for Carrier to respond to a request by an individual for an

accounting of disclosures of PHI for purposes other than treatment, payment, or health care operations, pursuant to 45 CFR 164.528, and to provide the information contained in such documentation to Carrier or to the individual requesting the accounting within seven days after a request for such information.

#### C. Permitted Uses and Disclosures by User

1. Except as otherwise limited in this Agreement, User may disclose PHI to perform functions, activities or services for, or on behalf of, Carrier as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Carrier or the minimum necessary policies and procedures of Carrier.
2. Except as otherwise limited in this Agreement, User may use PHI for its proper management and administration or to carry out its legal responsibilities, provided that, in the case of any disclosures for such purposes that are not required by law, User shall obtain reasonable assurances from the person to whom the disclosure is made that the disclosed PHI will remain confidential and used and disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person agrees to notify User of any instances of which the person becomes aware in which the confidentiality of PHI has been breached.
3. User may use PHI to provide data aggregation services to Carrier as permitted by the Privacy Rule.

#### D. Obligations of Carrier

1. Carrier shall notify User of any limitations in Carrier's notice of privacy practices to the extent that such limitation may affect User's use or disclosure of PHI.
2. Carrier shall notify User of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect User's use or disclosure of PHI.
3. Carrier shall notify User of any restriction to the use or disclosure of PHI that Carrier has agreed to for an individual, to the extent that such restriction may affect User's use or disclosure of PHI.

#### E. Remedy for Breach

Notwithstanding any provision of this Agreement to the contrary, upon Carrier's knowledge of a material breach by User of any obligation set forth in this Exhibit, Carrier shall provide an opportunity for User to cure the breach or end the violation and shall report the violation to the Secretary of the Department of Health and Human Services if the cure is either not feasible or has not occurred within the time specified by Carrier.

#### F. Miscellaneous

1. Regulatory references. A reference in this Exhibit to the Privacy Rule or a section in the Privacy Rule means that rule or section as amended from time to time.
2. Compliance with law. In connection with its performance under this Agreement, User shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about individuals.
3. Survival. The respective rights and obligations of User and Carrier under the provisions of this Exhibit shall survive the termination of this Agreement.
4. Interpretation. Any ambiguity in the provisions of this Agreement shall be resolved to permit Carrier to comply with the Privacy Rule.