



TERMS AND CONDITIONS FOR AFFILIATES

In addition to the other provisions in the Affiliation Agreement (the “**Agreement**”) between SB Clinical Network IPA, LLC d/b/a Suffolk Care Collaborative (“**SCC**”) and Affiliate (also referred to as “**you**” or “**Affiliate**” herein), Affiliate shall be bound by the terms set forth in this document (the “**Terms and Conditions**”), which are incorporated by reference into the Agreement.

1. **Representations and Warranties.** You represent, warrant, and covenant for the duration of the Agreement between the parties (the “**Term**”):

1.1 **Duly Licensed.** To the extent required by law, you are and shall be duly licensed and in good standing to provide all of the services you furnish in the State of New York, as applicable to you.

1.2 **Compliance with Law.** You are in compliance with, and will at all times hereafter comply with, all applicable federal, state and local laws, rules, and regulations and any compliance plans or policies and procedures of SCC.

1.3 **No Persons Excluded From Federal or State Healthcare Programs.** You represent, warrant and covenant to SCC that, during the Term, neither you nor any of your employees, contractors and/or agents providing services hereunder has been: (a) convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a) (a “**Convicted Person**”); or (b) excluded, debarred, suspended or otherwise ineligible to participate in the Federal or State health care programs or in Federal or State procurement or non-procurement programs (an “**Excluded Person**”). You shall promptly notify SCC in writing in the event that you or any of your employees, contractors or agents providing services hereunder becomes a Convicted Person or an Excluded Person and shall immediately remove such sanctioned person from providing services in connection with the Agreement. SCC shall each have the right to immediately terminate the Agreement if you become a Convicted Person or an Excluded Person.

2. **Ownership.**

2.1 **Affiliate Data.** All Affiliate Confidential Information (as defined in Section 3 below) and other materials delivered by you (the “**Affiliate Materials**”) are, and shall remain, your property.

2.2 **Data License.** You grant to SCC and its agents a non-exclusive, royalty-free, right and license to use Affiliate Materials to the extent reasonably necessary and for the purpose of performing its duties, functions, responsibilities hereunder. Such right and license shall be at the sole discretion of Affiliate.

2.3 **SCC Property Rights.** SCC shall be the sole owner of (i) SCC Confidential Information (as defined in Section 3 below), and (ii) all inventions, discoveries, works of authorship, trade secrets, know-how, trademarks, service marks, services, products, processes, and procedures, software (object code, source code and modification thereof), care management modules, software documentation, technology, designs, plans, ideas, concepts, specifications, algorithms, reports, clinical content (including without limitation, templates, forms, order sets, protocols, workflow processes, rules, code, and terminologies), data, data analytics, and devices, and all modifications, derivative works and improvements of the foregoing, and all copyrights, trade secrets, trademarks, service marks, patents, and applications for and

Terms and Conditions for Affiliates

registrations of the foregoing, and all other proprietary and intellectual property rights, owned, developed or created by SCC during the Term of this Agreement (collectively, “**SCC IP**”), and nothing set forth herein is intended to grant to you any ownership interest in SCC IP.

3. Confidentiality.

3.1 Definition of Confidential Information.

(a) *Affiliate Confidential Information.* Pursuant to this Agreement, you may choose to disclose to SCC proprietary or confidential information or materials of yours (in whatever form maintained, whether documentary, computerized, electronic, oral or otherwise) which are identified as “Confidential” or “Proprietary” in writing by you or the confidential or proprietary nature of which is reasonably apparent under the circumstances (“**Affiliate Confidential Information**”).

(b) *SCC Confidential Information.* Pursuant to this Agreement, SCC may disclose to you, or you may obtain access to, proprietary or confidential information or materials of SCC or its vendors, licensors, or suppliers (in whatever form maintained, whether documentary, computerized, electronic, oral or otherwise) which are identified as “Confidential” or “Proprietary” in writing by SCC or the confidential or proprietary nature of which is reasonably apparent under the circumstances (“**SCC Confidential Information**”). “SCC Confidential Information” shall include, without limitation, performance reports, DSRIP fund distribution methodologies, SCC IP, financial information, pricing methods, business plans, strategic plans, present or future programs, contracts and proposed business arrangements, employee information, and other policies, protocols, and manuals.

(c) *Confidential Information.* Affiliate Confidential Information and SCC Confidential Information may be referred to collectively or individually herein as the “**Confidential Information.**”

3.2 Restrictions. For purposes of this Agreement, the term “**Recipient**” means a party who has received or accessed Confidential Information of the other party, who is referred to herein as the “**Discloser.**” Except as permitted under this Agreement, Recipient shall not, nor shall it permit its employees, subcontractors, contractors, directors, advisors, auditors, attorneys and consultants (collectively “**Representatives**”) to, use Confidential Information of the Discloser except for the purpose of performing its obligations under this Agreement or exercising the rights granted in this Agreement. Except as permitted in this Agreement, a Recipient shall not, nor will it permit its Representatives to, disclose to a third party the Confidential Information of the Discloser without the prior written consent of Discloser. Recipient shall (a) secure and protect the Discloser’s Confidential Information using the same or greater level of care that it uses to protect its own confidential and proprietary information of like kind, but no less than a reasonable degree of care, and (b) require Representatives who have a need to access Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information.

3.3 Exceptions. The obligations and restrictions set forth in Section 3.2 hereof do not apply to that part of the Confidential Information that Recipient can prove (i) was or becomes, through no act or omission on the part of Recipient, generally known or available to the public; (ii) was known by Recipient before the time such information was first received from Discloser and was obtained from a third party that is not under a direct or indirect obligation of confidentiality to Discloser with respect to such information; (iii) is furnished to Recipient by a third party that is not under a direct or indirect obligation of confidentiality to Discloser with respect to such information; or (iv) is independently developed by Recipient without any breach of this Agreement and without reference to any of the Confidential Information.

Terms and Conditions for Affiliates

3.4 **Injunctive Relief.** Discloser shall have the right to enforce and seek any remedy available under law or equity to have this Section 3 specifically enforced by any court of competent jurisdiction, without the necessity of proof of actual damage or posting of a bond, it being agreed that any breach or threatened breach of this Section 3 would cause irreparable injury to Discloser and that money damages would not provide an adequate remedy to Discloser. Such remedies shall not be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or equity.

3.5 **Survival.** This Section 3 shall survive termination of this Agreement.

4. **Termination.**

4.1 **Termination Without Cause.** Either Party may terminate this Agreement for convenience by submitting a written notice of termination to the other Party. A Party shall deliver such notice of termination to the other Party at least thirty (30) days before the effective date of termination.

4.2 **Termination With Cause.** A material breach of this Agreement by either Party shall allow the other Party to terminate the Agreement, effective immediately upon notice.

4.3 **Certain Consequences of Termination.** Each party's right of termination under this Section 4 is in addition to any other rights it may have under this Agreement or otherwise. Upon termination of this Agreement, (i) you shall cease participating as an Affiliate in all respects, and (ii) all further obligations of the parties under this Agreement shall terminate, except that the obligations in Section 3 ("Confidentiality") of the Terms and Conditions shall survive the termination of the Agreement.

5. **Audits by Governmental Agencies.** As required by law, you shall permit audits and inspection by DOH, the New York State Office of the Medicaid Inspector General, CMS, the United States Department of Health and Human Services, the Comptroller General of the United States, and/or any of their respective designees regarding pertinent books and records relating to Affiliate's participation in the DSRIP program through SCC (the "**DSRIP Program**"), compliance with the DSRIP Program requirements, satisfaction of performance measures, and right to any DSRIP funds.

6. **Record Retention.** You shall maintain complete and accurate books, records, and supporting documentation sufficient to enable the audit, evaluation, investigation, and inspection of your compliance with this Agreement and the DSRIP Program requirements, including without limitation your satisfaction of performance measures, your right to any DSRIP funds, and your use of DSRIP funds. Such books, records, and supporting documentation shall be maintained during the Term hereof and for a period of three (3) years after the expiration or termination of this Agreement, or for such longer period of time as required by applicable laws.

7. **Compliance Obligations.** You shall furnish SCC with information concerning any compliance issues you identify affecting DSRIP funds or arising under any local laws, rules, regulations, standards, guidelines, policies and procedures relating to the DSRIP Program; provided, however, that you shall not be required to turn over any such information that is protected by the attorney-client privilege. Such information shall be reported to SCC Chief Compliance Officer. You shall work cooperatively with SCC and its representatives to address and remediate any compliance issues so identified and, upon request, may afford SCC and its representatives reasonable access to your operations for this purpose.

8. **No Referral Obligation.** The parties acknowledge and agree that this Agreement does not require, and shall not be construed to require (directly or indirectly, explicitly or implicitly): (a) your use of

Terms and Conditions for Affiliates

any service related to any provider, or the referral of any patients treated by you to any provider; or (b) the use of any services of yours by any other provider, or the referral of any patients treated by any other provider to you. This Agreement does not prohibit a party or any employee of a party from obtaining membership on the medical staff of any other hospital or health care entity or from referring patients to or utilizing the services of any other hospital or health care entity.

9. **HIPAA Business Associate Agreement.** If Affiliate will be handling Protected Health Information (as defined in 45 CFR § 160.103) under the scope of the Agreement with SCC, Affiliate may qualify as a Covered Entity and SCC may qualify as a Business Associate, as defined in 45 CFR § 160.103. In such case, Affiliate agrees to follow the terms of the Business Associate Agreement attached hereto.



HIPAA BUSINESS ASSOCIATE AGREEMENT

In addition to the other provisions in the Agreement and notwithstanding anything in the Agreement to the contrary, the parties shall be bound by the terms in this Exhibit (which is attached to and shall be deemed a part of the Agreement). This Exhibit may also be referred to as the “**Business Associate Agreement.**” In the event of a conflict between the provisions in the body of the Agreement and the provisions contained in this Exhibit, the provisions contained in this Exhibit shall prevail.

Preliminary Statement

This HIPAA Business Associate Addendum (“**Addendum**”) is effective between SCC (“**Business Associate**”) and the Affiliate (“**Covered Entity**”). Covered Entity and Business Associate, collectively, may hereinafter be referred to as the “Parties,” as in the parties to this Addendum.

The Parties have entered into that certain Affiliation Agreement to which this Addendum is attached (the “**Underlying Agreement**”), under which the Business Associate uses and/or discloses PHI in its performance of the Services described below. The construction and interpretation of this Addendum is independent of that of the Underlying Agreement. The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “**Privacy Rule**”) and the Standards for Security of Electronic Protected Health Information (the “**Security Rule**”) under the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) including the 2013 HIPAA Omnibus Rule. This Addendum, in conjunction with the Privacy and Security Rules, sets forth the terms and conditions pursuant to which PHI (electronic and non-electronic) that is created, received, maintained, or transmitted by, the Business Associate from or on behalf of Covered Entity, will be handled between the Business Associate and Covered Entity and with third parties during the term of their Underlying Agreement and after its termination. The Parties agree as follows:

1. **PERMITTED USES AND DISCLOSURES OF PHI.**

1.1 Services. Pursuant to the Underlying Agreement, Business Associate provides services (“**Services**”) for Covered Entity that involve the use and disclosure of PHI. If requested by Covered Entity and agreed to by Business Associate, the Services may include the provision of data integration and interfacing services facilitating the exchange of clinical data among Covered Entity and regional health information organizations. Except as otherwise specified herein, the Business Associate may make any and all uses of PHI necessary to perform its obligations under the Underlying Agreement and the Services. All other uses not authorized by this Addendum are prohibited. Moreover, Business Associate may disclose PHI for the purposes authorized by this Addendum only: (a) to its employees, subcontractors and agents, in accordance with Section 2.1(d), or (b) as otherwise permitted by or as required by the Privacy or Security Rule.

1.2 Business Activities of the Business Associate. Unless otherwise limited herein and if such use or disclosure of PHI would not violate the Privacy or Security Rules if done by the Covered Entity, the Business Associate may:

HIPAA Business Associate Agreement

(a) use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.

(b) disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to Covered Entity, in writing, that (i) the disclosures are required by law, as provided for in 45 CFR § 103 or (ii) the Business Associate has received from the third party written assurances regarding its confidential handling of such PHI as required under 45 CFR § 164.504(e)(4) and § 164.314, and the third party notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

2. RESPONSIBILITIES OF THE BUSINESS ASSOCIATE WITH RESPECT TO PHI.

2.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of PHI, the Business Associate hereby agrees to do the following:

(a) Not use or disclose PHI other than as permitted or required by the Addendum or as required by law.

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Addendum.

(c) Subject to Section 6, report, in writing, to Covered Entity within ten (10) business days any use or disclosure of PHI not provided for by the Addendum of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware that Business Associate accesses, maintains, retains, modifies, records, stores, transmits, destroys, or otherwise holds or uses on behalf of Covered Entity, and cooperate with the Covered Entity in any mitigation or breach reporting efforts; this notice shall be deemed sufficient if it is delivered to the Parties at their respective addresses listed above. Business Associate shall mitigate, to the extent practicable, any harmful effects of any improper use or disclosure of Protected Health Information of which it becomes aware. Business Associate shall keep Covered Entity fully apprised of all mitigation efforts required hereunder.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

(e) Except as provided in this subsection, ensure that any agent or subcontractor to whom the Business Associate provides PHI, as well as Business Associate, shall not export PHI beyond the borders of the United States of America. If the Business Associate or its agent or subcontractor exports PHI beyond the borders of the United States of America, then, subject to the United States and New York State export control and foreign outsourcing laws, rules and regulations, the Business Associate will provide to Covered Entity prior to such export, a reasonable assurance, evidenced in writing, that the Business Associate, subcontractor, or agent will comply with the privacy and security

HIPAA Business Associate Agreement

obligations of Business Associate the set forth either in this Addendum or in applicable law, rules and regulations with respect to such PHI.

(f) Provide the Covered Entity, at the Covered Entity's request, a list of all agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate.

(g) Within five (5) business days of a request from Covered Entity, make available PHI in a designated record set, if applicable, to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

(h) Within five (5) business days of a request from Covered Entity, make any amendment(s) to PHI, if applicable, in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

(i) As applicable, maintain and make available the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

(j) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

(k) Upon request, may make its internal practices, books, and records available to the Secretary and to the Covered Entity for purposes of determining compliance with the HIPAA Rules.

(l) Comply with minimum necessary requirements under the HIPAA Rules.

3. RESPONSIBILITIES OF COVERED ENTITY.

3.1 Responsibilities of Covered Entity. With regard to the use and/or disclosure of PHI by the Business Associate, Covered Entity hereby agrees:

(a) to inform the Business Associate of any limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI hereunder.

(b) to inform the Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose PHI, to the extent that such limitation may affect Business Associate's use or disclosure of PHI hereunder.

(c) to notify the Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of PHI by the Business Associate under this Addendum.

(d) Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by the Covered Entity.

4. RESPONSIBILITIES OF COVERED ENTITY WITH RESPECT TO CERTAIN SERVICES SUBCONTRACTED BY BUSINESS ASSOCIATE TO COVERED ENTITY.

HIPAA Business Associate Agreement

4.1 Data Sharing with Covered Entity as a Subcontractor to Business Associate. Pursuant to the Underlying Agreement, Covered Entity may be engaged by Business Associate as its subcontractor for the performance of certain services by Covered Entity to Business Associate and its other coalition partners relating to patient treatment and quality assessment and improvement activities, as may be designated from time to time by Business Associate (the “**Subcontracted Covered Entity Services**”). The Subcontracted Services may involve the use and disclosure of PHI of coalition partners of Business Associate who are covered entities for purposes of HIPAA (the “**Subcontracted Services PHI**”). With respect to any Subcontracted Services PHI, Covered Entity will serve as a subcontractor (as defined under HIPAA at 45 CFR 160.103) to Business Associate. For purposes of this Section 4 (including Sections 4.1, 4.2, and 4.3 hereof), with respect to any Subcontracted Services PHI, Covered Entity is referred to as the “**Subcontractor BA**,” and Business Associate is referred to as the “**Prime BA**.”

4.2 Responsibilities of Covered Entity With Respect to Subcontracted Services PHI. With respect to any Subcontracted Services PHI that is disclosed by the Prime BA to the Subcontractor BA, the Subcontractor BA shall comply with all the terms and conditions applicable to Business Associate under this Agreement, as though the Subcontractor BA were the Business Associate hereunder, the Prime BA were the Covered Entity hereunder, and the term “**PHI**” as used in this Agreement referred to the Subcontracted Services PHI.

4.3 Medicaid DEEA. The Subcontracted Services PHI may include certain Medicaid confidential data/ protected health information made available by the New York State Department of Health (“**DOH**”) to Business Associate under that certain Data Exchange Application and Agreement (“**DEEA**”) entered into between DOH and Business Associate. In addition to the obligations applicable under Section 4.2 hereof, Covered Entity, when acting as Subcontractor BA with respect to the DEEA, agrees to comply with DOH requirements for the release of such data to it under the DEEA and shall implement administrative, physical and technical safeguards as required by the DOH, including but not limited to two factor authorization for access and data encryption. “Two factor authentication” is a security process in which the user provides two means of identification using at a minimum two of the following: something the user knows (knowledge factor - pin, username, password), something the user has (possession factor – hard or soft token), and/or something the user is (inherence factor) biometric. “**Encryption**” refers to the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key. Covered Entity, when acting as Subcontractor BA with respect to the DEEA, agrees to comply with the provisions set forth in the DEEA Confidentiality Provisions annexed as Appendix A. The parties agree to execute and deliver, or cause to be executed and delivered, such further instruments or documents as the parties mutually agree are necessary to carry out the intentions of the parties as set forth in this Section 4.

5. OBLIGATIONS UPON TERMINATION.

5.1 Obligations of Business Associate upon Termination. Business Associate agrees to return or destroy all PHI pursuant to 45 CFR § 164.504(e)(2)(I). Prior to doing so, the Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said PHI, the Business Associate will notify Covered Entity in writing and the Covered Entity may disagree with the Business Associate’s determination. Said notification shall include: (a) a statement that the Business Associate has determined that it is not feasible to return or destroy the PHI in its possession, and (b) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Addendum to the Business Associate’s use and/or disclosure of any PHI retained after the termination of this Addendum, and to limit any further uses and/or disclosures to the purposes that make

HIPAA Business Associate Agreement

the return or destruction of the PHI infeasible, including when applicable those under sections 2 of this Addendum. If it is infeasible for the Business Associate to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to Covered Entity and require such subcontractor or agent to agree to extend any and all protections, limitations and restrictions contained in this Addendum to the subcontractor's and/or agent's use and/or disclosure of any PHI retained after the termination of this Addendum, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. The Business Associate's obligations under this section 5.3 shall survive the expiration or termination of this Addendum for any reason.

6. MISCELLANEOUS.

6.1 **Business Associate.** For purposes of this Addendum, Business Associate shall include the named Business Associate herein. However, in the event that the Business Associate is otherwise a Covered Entity under the Privacy or Security Rule, that entity may appropriately designate a health care component of the entity, pursuant to 45 CFR § 164.504(a), as the Business Associate for purposes of this Addendum.

6.2 **Interpretation.** Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.

6.3 **No Third Party Beneficiaries.** Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

6.4 **Construction of Terms.** The terms of this Addendum shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the Privacy Rule issued by the Department of Health and Human Services of the Office of Civil Rights from time to time.

7. DEFINITIONS.

7.1 The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, PHI, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

7.2 Specific definitions include:

(a) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the Party identified as the Business Associate above.

(b) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the Party identified as the Covered Entity above.

(c) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

HIPAA Business Associate Agreement

- (d) Electronic Protected Health Information or Electronic PHI. "Electronic PHI" shall mean PHI which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
- (e) Privacy Officer. "Privacy Officer" shall have the meaning as set out in its definition at 45 CFR § 164.530(a)(1) as such provision is currently drafted and as it is subsequently updated, amended or revised, and in reference to this Addendum, shall mean the person identified as the Privacy Officer above.
- (f) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164.
- (g) Security Rule. "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR Parts 160, 162, and 164.
- (h) A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

HIPAA Business Associate Agreement

Appendix A

DEAA CONFIDENTIALITY PROVISIONS

In addition to the other provisions in Section 4.3 of the Business Associate Agreement, the parties shall be bound by the terms in this Appendix A (which is attached to and shall be deemed a part of the Business Associate Agreement).

Medicaid Confidential Data/Protected Health Information (MCD/PHI) includes all information about a recipient or applicant, including enrollment information, eligibility data and protected health information, which is originated from DOH under the DEAA and received by you.

You agree to comply with the following state and federal laws and regulations:

- Section 367b(4) of the NY Social Services Law
- New York State Social Services Law Section 369 (4)
- Article 27-F of the New York Public Health Law & 18 NYCRR 360-8.1
- Social Security Act, 42 USC 1396a (a)(7)
- Federal regulations at 42 CFR 431.302, 42 C.F.R. Part 2
- The Health Insurance Portability and Accountability act (HIPAA), at 45 CFR Parts 160 and 164

Please note that MCD/PHI released to you may contain AIDS/HIV related confidential information as defined in Section 2780(7) of the New York Public Health Law. As required by New York Public Health Law Section 2782(5), the following notice is provided to you:

“This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for the release for further disclosure.”

Alcohol and Substance Abuse Related Confidentiality Restrictions: Alcohol and substance abuse information is confidential pursuant to 42 C.F.R. Part 2. General authorizations are ineffective to obtain the release of such data. The federal regulations provide for a specific release for such data.

You agree to comply with the same restrictions and conditions that apply to the “Applicant” throughout the DEAA. You may not further disclose MCD/PHI without the prior written approval of the New York State Department of Health.