



Department of Health

ANDREW M. CUOMO
Governor

**HOWARD A. ZUCKER, M.D.,
J.D.**
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy
Commissioner

Dear: Michael A. Porcello

Enclosed please find the New York State Department of Health (DOH), Office of Health Insurance Programs (OHIP), Medicaid Confidential Data (MCD) Data Use Agreement (DUA) Addendum.

The purpose of the DUA Addendum is to provide a means for the Requesting organization (Requestor) to update the information provided to DOH in their DUA.

The DUA will continue to establish a legally binding agreement between the Requestor and DOH by defining the terms and conditions of the MCD release. No changes to the DUA shall be deemed effective until DOH accepts the Requestor's Addendum. *The sensitivity of MCD cannot be over-emphasized. MCD includes all personal information about Medicaid recipients, including Protected Health Information (PHI).*

As stated in the DUA, if the Requestor plans to hire a subcontractor to work with MCD, the Requestor must complete and submit this DUA Addendum along with a copy of the Business Associate Agreement (BAA) to DOH. DOH must acknowledge the acceptance of the DUA Addendum and BAA to the Requestor before the subcontractor/business associate may access MCD.

The Requestor is responsible for complying with all federal and state laws and regulations regarding the privacy, protection, and security of MCD. The Requestor shall ensure that any BAA with the subcontractor/business associate reasonably protects the Requestor from liability in the event of a breach attributable to the subcontractor/business associate.

Please fill out all relevant sections of this DUA Addendum in their entirety and be sure to attach all required supporting documentation. Send completed scanned applications to:

Email:
doh.sm.Medicaid.Data.Exchange@health.ny.gov
Security and Privacy Bureau
Division of Operations and Systems
Office of Health Insurance Programs
New York State Department of Health

Please contact the email address above if there are any questions about this agreement or DOH's Medicaid data security requirements.

Section 1: Requestor Information

- I. This Addendum is by and between the New York State Department of Health (DOH), and HRA Special Service-Home Care Services Program (HCSP), being signed for by, Arnold Ng, an authorized individual of the Organization, hereinafter termed "Requestor".
- II. Provide the name, title and contact information of the individual authorized to legally bind your company, agency or entity to the terms of this Agreement. The person who is named in this section must have signed the Data Use Agreement (DUA) or is replacing the individual who originally signed the DUA. The Requestor must sign all sections of the DUA Addendum, except for the Custodian section, if that section is updated, it must be signed by the Custodian(s).

Authorized Individual:	<u>Arnold Ng</u>
Title:	<u>Deputy Commissioner</u>
Organization:	<u>HRA Special Service-Home Care Services Program (HCSP)</u>
Address:	<u>785 Atlantic Avenue, 7th Floor, Brooklyn, NY 11238</u>
Telephone:	<u>929-221-0489</u>
Email Address:	<u>nga@dss.nyc.gov</u>
Contract or Grant Number:	<u>Sponsorship</u>
DUA Identification Number:	<u>17-088C</u>
Entity Type:	<input type="checkbox"/> Qualified Entity (QE) <input type="checkbox"/> Health Home (HH) <input type="checkbox"/> Performing Provider System (PPS) <input type="checkbox"/> Value Based Payment (VBP) Participant <input type="checkbox"/> Managed Care Organization/Plan (MCO/MCP) <input type="checkbox"/> State Entity: Click or tap here to enter text. <input checked="" type="checkbox"/> Other: NYC HRA

- III. DOH agrees to provide the Requestor with MCD from the DOH Medicaid Data Warehouse (MDW) or other recognized DOH data source. In exchange, the Requestor agrees to use the MCD only for purposes that support the Requestor's project, research or study referenced in Section 3 of all Addendums or the DUA, which DOH has determined assists in the administration, monitoring, management and improvement of the State Medicaid program or the services provided to beneficiaries. The Requestor agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of the MCD by complying with the terms of this Agreement, State and Federal law, the Health Insurance Portability and Accountability Act (HIPAA) and NYS Information Security Policy P03-002. In addition, the Requestor should adhere to guidance set forth by the National Institute of Standards and Technology in NIST 800-53 Rev. 4. Security requirements imposed by the Requestor on any subcontractors/business associates should take into account the risk presented by the type and volume of the data being shared by the Requestor with the

subcontractor/business associate. If it is necessary for Requestor's purpose to contract with downstream entities, and reasonable security assurances from the downstream's business associate agreements are impracticable, Requestor or any subcontractor/business associate may exercise the option to contract with a third-party security platform provider to host the data for access when the risk presented by the type and volume of data being shared justifies such a platform.

- IV. The DUA Addendum provides a means for the Requestor to update or change the information supplied to DOH by Requestor. The DUA will continue to establish a legally binding agreement between the Requestor and DOH by defining the terms and conditions of the MCD release. All provisions of the DUA will remain in effect after the DUA Addendum has been accepted by DOH.

Section 2: Data Use Agreement

- I. Use the table below to select which aspect(s) of the DUA is (are) being updated by this Addendum. If more than one aspect needs to be updated, select all that apply and then complete the appropriate sections.

Section Being Updated:	<input type="checkbox"/> Purpose (<u>Section 3</u>) <input type="checkbox"/> Data Description (<u>Section 4</u>) <input type="checkbox"/> Custodian (<u>Section 5</u>) <input type="checkbox"/> Data Storage and Access (<u>Section 6</u>) <input type="checkbox"/> Extension of End Date and Destruction of Data (<u>Section 7</u>) <input checked="" type="checkbox"/> Subcontractor and Business Associate Agreement Submission (<u>Section 8</u>) <input type="checkbox"/> Organization Name Change (<u>Section 9</u>) <input type="checkbox"/> Requestor (<u>Section 10</u>) <input type="checkbox"/> Names List (<u>Section 11</u>) <input type="checkbox"/> Contract and Grant Number (<u>Section 12</u>)
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Section 3: Purpose

- I. In consideration for accepting the data file(s), the Requestor represents that such data file(s) will be used solely for the purpose(s) listed below. Requestor agrees not to disclose, use or reuse MCD for any purpose, other than as described herein, without an executed and accepted DUA Addendum by and between Requestor and DOH. The Requestor affirms that the data requested by the Requestor is the minimum necessary to achieve the purposes stated in this section. The Requestor agrees that, within the Requestor's Organization and the organizations of its business associates, access to the data covered by this Agreement shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the purpose stated in this section.
- II. Provide the current purpose of the project as was written in the DUA and any previous DUA Addendums:
 Click or tap here to enter text.

- III. Provide the purpose being added to or changed in the DUA:
Click or tap here to enter text.

Section 4: Data Description

- I. The following DOH data file(s) or data elements are currently covered under the DUA and any previous DUA Addendum:
Click or tap here to enter text.
- II. The following DOH data file(s) or data elements, not to exceed the minimum necessary standard, are added to the DUA:
Click or tap here to enter text.

Section 5: Custodian

- I. Current Custodians:
A. Current Lead Custodian:

Lead Custodian:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Organization:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email Address:	Click or tap here to enter text.
Date of Signature:	Click or tap to enter a date.
Signature:	

- B. Current Alternate Custodian:

Alternate Custodian:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Organization:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email Address:	Click or tap here to enter text.
Date of Signature:	Click or tap to enter a date.
Signature:	

- II. New Custodians:
A. New Lead Custodian:

Lead Custodian:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Organization:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email Address:	Click or tap here to enter text.
Date of Signature:	Click or tap to enter a date.
Signature:	

B. New Alternate Custodian:

Alternate Custodian:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Organization:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email Address:	Click or tap here to enter text.
Date of Signature:	Click or tap to enter a date.
Signature:	

III. Third Party Contractor Custodian:

Alternate Custodian:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Organization:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email Address:	Click or tap here to enter text.
Date of Signature:	Click or tap to enter a date.
Role of Custodian for Requestor:	Click or tap here to enter text.
Signature:	

Section 6: Data Storage and Access

- I. Description of current data storage environment as described in the DUA or a previous DUA Addendum.

Type of Storage Environment:	<input type="checkbox"/> Restricted Access Model <input type="checkbox"/> Production <input type="checkbox"/> DOH System Access: Click or tap here to enter text. <input type="checkbox"/> Other: Click or tap here to enter text.
Title of Location:	Click or tap here to enter text.
Company Housing Data:	Click or tap here to enter text.
Address of Location:	Click or tap here to enter text.

- II. When Requestor and Custodian change the storage location of MCD, it shall be stored in the location specified below. The data cannot be transferred by any means to another environment without a DOH accepted DUA Addendum.

Type of Storage Environment:	<input type="checkbox"/> Restricted Access Model <input type="checkbox"/> Production <input type="checkbox"/> DOH System Access: Click or tap here to enter text. <input type="checkbox"/> Other: Click or tap here to enter text.
Title of Location:	Click or tap here to enter text.
Company Housing Data:	Click or tap here to enter text.
Address of Location:	Click or tap here to enter text.

Section 7: Extension of End Date and Destruction of Data

- I. Current End Date: Click or tap here to enter text.
- II. Extended End Date: Click or tap here to enter text.
- III. If the purposes described in Section 2: Purpose of the DUA and Section 3: Purpose of any DUA Addendum is completed prior to the End Date, the Requestor agrees to notify DOH within 30 days of completion. Upon such notice or the End Date, whichever occurs sooner, the Requestor agrees to destroy all data provided under this DUA, unless DOH grants an exception. If DOH grants the exception, the MCD must be protected until it has been destroyed. The Requestor agrees to destroy all MCD and submit a Data Destruction Affidavit to DOH within 30 days of the project completion. The Requestor agrees not to retain any DOH MCD files or any parts thereof, unless authorized in writing by DOH. DOH does not have to notify Requestor of the End Date for this provision to apply. Either party may terminate this DUA at any time, for any reason, upon 30 days written notice to the other party. Upon notice of termination by Requestor, DOH will stop releasing data file(s) to the

Requestor and the Requestor must destroy all data file(s) Requestor has already received. If a Data Consuming Entity (DCE) goes out of business, it shall destroy all MCD it has received from DOH and submit a Data Destruction Affidavit to DOH within 30 days.

- IV. In the event that the destruction of the data is not feasible the Requestor must provide explanation and notification to DOH and receive DOH approval to deviate from the data destruction requirements set forth above.
- V. Current Data Destruction Date: Click or tap here to enter text.
- VI. Extended Data Destruction Date: Click or tap here to enter text.
- VII. Explanation for Infeasibility to Destroy MCD: Click or tap here to enter text.

Section 8: Subcontractor and Business Associate Agreement Submission

- I. Requestor agrees not to share MCD obtained from DOH with other parties unless DOH has accepted a DUA Addendum and acknowledged a copy of the Business Associate Agreement (BAA) executed between Requestor and the third-party Subcontractor/Business Associate with DOH. Any BAA submitted for DOH acknowledgement as part of a DUA addendum must contain, at minimum, the confidentiality language found in Section 11, part III of the DUA.
- II. Security requirements imposed by the Requestor on any subcontractors/business associates should take into account the risk presented by the type and volume of the data being shared by the Requestor with the subcontractor/business associate. If it is necessary for Requestor's purpose to contract with downstream entities, and reasonable security assurances from downstream's business associate agreements are impracticable, Requestor or any subcontractor/business associate may exercise the option to contract with a third-party security platform provider to host the data for access when the risk presented by the type and volume of data being shared justifies such a platform.
- III. All currently acknowledged BAAs:
Office of Legal Affairs ("OLA"); Office of Program Planning and Financial Management ("OPPFM") (which includes the Finance Office ("Finance"), the Office of Evaluation and Research ("OER"), and the office of Planning and Performance Management ("OPPM")); Office of External Affairs ("External Affairs") (which includes the Office of Citywide Health Insurance Access ("OCHIA") and the Office of Constituent Services ("OCS")); Office of Program Accountability ("OPA") (which includes the Investigation Revenue and Enforcement Administration ("IREA"), the Office of Audit and Quality Assurance ("OAQA"), the Special investigation Division ("SID"), the Office of Program Accountability Support (OPAS), and the Office of Compliance and Contract Monitoring ("OCCM")); Customized Assistance Services ("CAS"); Information Technology Services ("ITS"); and the Public Engagement Unit ("PEU") (collectively herein known as the HRA "Business Associates")
- IV. BAAs submitted for addition to the DUA:
New York City Department of Education
- V. BAAs submitted for removal from the DUA:
N/A

Section 9: Organization Name Change

- I. Current legal organization name as stated in the DUA or DUA Addendum:
Click or tap here to enter text.
- II. New legal organization name:

Click or tap here to enter text.

Section 10: Requestor

- I. Current Requestor as listed under the DUA or DUA Addendum who is authorized to bind the requesting organization:

Authorized Individual:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email Address:	Click or tap here to enter text.

- II. Replacing Requestor who is authorized to bind the requesting organization:

Authorized Individual:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email Address:	Click or tap here to enter text.

Section 11: Names List

- I. Every quarter, Requestor is required to submit an official names list along with the DUA Addendum. Requestor should use the DOH DUA Names Template or use the Requestor's own maintained names list when submitting. Every names list submission should include the full list of names that have access, are being added and indicate if any employees are being removed.
- II. List of names (Requestor should reference the title of the Names Template submission):
Click or tap here to enter text.
- III. Date of Names List submission: Click or tap to enter a date.

Section 12: Contract and Grant Number

- I. Current contract or grant number: Click or tap here to enter text.
- II. New contract or grant number: Click or tap here to enter text.

Section 13: Attestation and Execution

- I. By signing this Addendum, the Requestor and Custodian agree to abide by all provisions set out in the DUA and this DUA Addendum and acknowledge that violation of the terms of the DUA and this DUA Addendum may have potential civil, criminal or administrative penalties.
- II. By signing this Addendum, the Requestor agrees to grant access to MCD at any time to authorized representatives of DOH at the site indicated in Requestor's SSPs or RAM documentation for inspecting and confirming compliance with the terms of the DUA.
- III. By signing this Addendum, the undersigned individual hereby attests that he or she is authorized to enter into this Addendum and legally bind the organization and agrees to all the terms specified herein.
- IV. By signing this Addendum, the Requestor agrees that this Addendum and the DUA shall be deemed executory to the extent of the resources available to DOH Medicaid program and no liability on account thereof shall be incurred by the DOH Medicaid Program beyond the resources available thereof.
- V. The parties mutually agree that DOH retains all ownership rights to the data file(s) referred to in this Addendum and the DUA, and that the Requestor does not obtain any right, title, or

interest in any of the MCD furnished by DOH. DOH reserves the right to require Requestor to destroy all MCD received from DOH any time and for any reason. If DOH exercises this right and requires Requestor to destroy all MCD received from DOH, a Data Destruction Affidavit form must be completed and returned to DOH within 30 days.

- VI. By signing this Addendum, the Requestor agrees to be responsible for the use of MCD. Requestor will also be responsible for the establishment and maintenance of security and privacy, to prevent unauthorized use of MCD. The Requestor represents and warrants that such data will not be disclosed, released, revealed or showed, or access granted to any person other than those listed on the Names List provided to DOH. Any improper use or disclosure of MCD must be reported to the Security and Privacy Bureau. Requestor agrees to establish and ensure that its contractors, subcontractors and business associates, if any, establish appropriate administrative, technical and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use of or access to the data. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by the Federal Health Insurance Portability and Accountability Act of 1996. There should be no release of MCD unless acknowledgement or written permission is received from DOH.
- VII. Attestation Regarding Privacy/Security of Medicaid Confidential Data: Requestor, contractors and subcontractors/business associates hereby agree to all confidentiality language for Third Party Contractors found in part III of Section 11: Sharing Data with Third Parties of the DUA, and that these citations must be included in all MOU, MOA, Subcontracts or Contracts. Requestor, contractors and subcontractors/business associates hereby acknowledge that all subcontractors/business associates will be listed in a DUA Addendum, and that a BAA will be maintained by the contractor and provided to DOH.
- VIII. Limitations and Liabilities: DOH will not be responsible for any loss due to data exchange.
- IX. Assignment: The Requestor may not assign, transfer, convey, or sublet, directly or indirectly, all or part of its rights or obligations under this Addendum and the DUA.
- X. This Addendum shall be governed by and interpreted in accordance with the laws of the State of New York. If any provision of this Addendum conflicts with any statute or rule of law of the State of New York, or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from, and shall not invalidate, any other provision of this Addendum or the DUA.
- XI. If Requesting Organization is a Qualified Entity (QE), some of the provisions contained within the DUA may not apply. In these situations, the Statewide Health Information Network for New York (SHIN-NY) regulations will apply. For QEs, MCD may only be used for treatment, quality improvement, to reduce medically adverse events, and to reduce costs through care coordination as authorized by 18 NYCRR 504.9.
- XII. Confidentiality Statement
 - A. The Requestor has requested the data outlined in Section 3 of the DUA ("the data") to
 - 1. Duplicate CINS:
Every six months, the Office of Revenue, Management and Development (ORMD) a division of Finance, reviews Medicaid data to identify cases in which Medicaid Managed Care (MMC) providers are paid twice for the same clients, on the same service date, due to the use of duplicate Client Identification Numbers (CINs). ORMD provides the resulting data to the Agency Medical Insurance and Community Services Administration, who bills MMC providers for monies owed to the State. The project is conducted in collaboration with the State Department of Health (SDOH) and the Office of the Medicaid Inspector General and ORMD. Every six months, ORMD reviews EDW Duplicate GIN match (SSN, Full

Name, Partial Name, and Transposed Name) files produced and confirms the match and identifies which GIN to close and disenroll.

II. Duplicate CINS - OMIG Sweep

Annually, ORMD receives from the Office of Medicaid Inspector General (OMIG) files of newly identified duplicate CINS for previously reviewed periods. ORMD reviews the OMIG Multiple GIN file to confirm the match and identify which GIN to close and disenroll from Managed Care. ORMD annotates the file using the guidelines provided by the OMIG and also reviews the files to determine if its current match can be enhanced or if the additional duplications identified by the OMIG are due to changes in client demographic information or an indication of additional duplications due to later payments for the previously covered service period.

III. Department of Education Medicaid Claiming

The New York City Department Of Education (NYC DOE) is authorized to submit claims for Medicaid reimbursement for the provision of school supportive health services to New York City (NYC) students with Individualized Education Programs. The DOE must include the student's Client Identification Number (GIN) when submitting claims to EMedNY. HRA Finance assists the DOE in maximizing its claiming of Medicaid reimbursement for school supportive health services by providing the DOE with access to the most complete set of GINs for NYG students. Finance will provide the DOE with a monthly file of NYG residents enrolled in Medicaid between ages three and twenty-one for the DOE to match students via biographical data. DOE will only match students who have an Individualized Education Program for special education services with the purpose of linking a GIN with a DOE student identification number. Biographical data for matching will include the student's first name, last name, date of birth, street address and zip code and such other fields as the DOE and Finance may deem necessary. DOE does not share individual GIN data internally or externally, and access to GIN numbers will only be available to staff directly involved with Medicaid claiming.

IV. Ad Research and Analysis

As part of ORMD research responsibility for identifying revenue maximization projects and the financial impact of legislation, ORMD is required to frequently identify Medicaid costs, procedures, or rate code distributions identified with various subsets of the HRA client population. These analyses are frequently time sensitive and may require less than a day to turn around. Analyses includes participants in the HRA Wellness program, Medicaid Single Audit Data research, HHG and DOE ad hoe analysis, GAS claiming analysis and identifying Medicaid providers billing more than \$100 million per year. per Sponsorship and 17 - 088C for periods (dates): upon DUA approval and until December 31, 2021 -with anticipated extensions - on going.

- B. Section 1902(a)(7) of the federal Social Security Act and Section 369(4) of the Social Services Law require that MCD be treated as confidential and used or disclosed only for purposes directly connected with the administration of the Medical Assistance program.
- C. The Requestor certifies to DOH that the Requestor, its officers, employees, agents or subcontractors/business associates will adhere to these Medicaid confidentiality standards and provisions of the legal authority cited by Requestor in the Purpose section. The Requestor will provide the following controls to ensure confidentiality of the MCD, as much as practicable:

1. The MCD may only be used for the purposes listed in the DUA and all Addendums to the DUA.
 2. Only listed Requestor staff that requires access to MCD to perform functions listed in the DUA and all Addendums may be given access to the data. Such staff will be instructed by the Requestor in the confidential nature of the data and its proper handling.
 3. The MCD will be stored in locked storage receptacles for physical media or encrypted when in electronic format when the data are not under direct and immediate control of an authorized Requestor staff member engaged in work under the DUA and all Addendums.
 4. The MCD, including any copies made by the Requestor, will be returned to DOH by the Requestor upon completion of the purpose outline in the DUA and all Addendums, or with prior written DOH approval, the data may be destroyed by the Requestor after its use and a written confirmation provided by the Requestor to DOH of such destruction.
- XIII. Requestor, its contractors and subcontractors/business associates agree to sign the Federal Health Insurance Portability and Accountability Act/ Business Associate Agreement (HIPAA/BAA). Requestor agrees that all staff identified as having access to the MCD in any BAA, Memorandum of Understanding (MOU), Memorandum of Agreement (MOA), contract or subcontracts must match the list provided to DOH. Requestor agrees that the statement of work to be done in the BAA, MOU, MOA, contract or subcontracts must match the purpose outlined in this Addendum and the DUA. Requestor agrees that the duration of the BAA, MOU, MOA, contract, or subcontracts must match the "start" and "end" date as stated in the DUA and all Addendums. Any description of destruction or return of MCD must match that as stated in the DUA or any Addendums to the DUA.
- XIV. No individual claim-specific data in any form shall be combined or become a permanent part of another database or information sharing and retrieval system. Any use of individual recipient record data beyond the DUA and all Addendums must have the written approval of DOH.
- XV. Requestor signs this Agreement as a condition for receipt of MCD to ensure maintenance of confidentiality and security of the data pursuant to the laws and provisions outlined within the DUA.

Date: 9/12/2019

Signature of Requestor: _____

Requestor's Name (please print): Arnold Ng

Requestor's Title (please print): Deputy Commissioner

Organization: HRA

Address: 785 Atlantic Avenue, 7th Floor, Brooklyn, NY 11238

NOTARY

State of New York

} ss.:

County of New York

Subscribed and sworn to before me on this 12th day of September, 2019

Michael A. Porcello

Notarization

MICHAEL A PORCELLO
NOTARY PUBLIC-STATE OF NEW YORK
No. 82905043148
Qualified in Kings County
(My Commission Expires 05-05-2022)

DOH Acceptance:

Date: 9/13/2019

Signature of DOH Representative: Muhammad amir

Signer's Name (please print): Muhammad Amir

DUA Identification Number: 17-088C

DUA Start Date: 9/13/2019