



IDAHO DEPARTMENT OF HEALTH & WELFARE

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Memorandum of Understanding between the Idaho Department of Health and Welfare, Division of Welfare, and Partner Data Access Portal Users

I. PURPOSE

The purpose of this Memorandum of Understanding is to document the binding roles, responsibilities, and other terms of agreement for all parties included in the agreement, as listed below. This document outlines the scope of agreement between parties for providing and accessing the Department of Health and Welfare's Partner Data Access Portal (PDAP).

The parties included in this Memorandum of Understanding are:

- The **Idaho Department of Health and Welfare**, the organization providing system access
- The _____, the organization being granted access to PDAP (hereafter referred to as the PDAP Organizational User).

II. IDAHO DEPARTMENT OF HEALTH AND WELFARE RESPONSIBILITIES

The responsibilities of the Idaho Department of Health and Welfare (IDHW) as it pertains to this agreement are as follows:

- Provide need-to-know information only to the extent necessary to assist parties included in this agreement with conducting business.
- Provide pre-defined access to PDAP to approved employees of the organization.
- Provide initial one-time PDAP training as requested to employees identified and approved by the organization.
- Provide contact information for PDAP training and troubleshooting.
- Conduct user access audits of PDAP users to support compliance with this memorandum.
- Revoke access for the organization and/or organization's employees if it is determined misuse has occurred.

III. PARTNER DATA ACCESS PORTAL USER RESPONSIBILITIES

The responsibilities of the PDAP Organizational User as it pertains to this agreement are as follows:

- Access PDAP only as necessary for the purpose of determining Benefit Program eligibility status.
- Provide IDHW with a list of employees who will access PDAP on behalf of the organization.
- Provide PDAP orientation and training to new employees.
- Install and use antivirus, anti-spyware, and anti-malware software on the organization's computers and all other electronic devices used by the employees authorized to access PDAP.
- Notify IDHW within **5 business days** when an employee with authorized PDAP access has a change in employment status or position that no longer requires PDAP access.
- Notify IDHW within **one business day** if there is a known or suspected breach of confidentiality related to PDAP.
- Obtain signed User Agreements for each employee authorized for PDAP access.
- Obtain releases of information from each client **prior to accessing personal information in PDAP**.
- Keep records of signed User Agreements and releases of information on file for IDHW audit purposes.
- Allow IDHW access to the releases of information, and signed user agreements for annual audit purposes.

IV. EFFECTIVE DATE AND LIFE OF AGREEMENT

This Memorandum of Understanding shall be in effect as of _____ between the Department of Health and Welfare and the above named PDAP Organizational User. This agreement shall remain in effect until one or both parties agree to terminate the agreement. ***This Memorandum may be terminated by the Department of Health and Welfare for any reason, at any time.*** The terms of this Memorandum are not intended to alter, amend, or rescind any provisions of Federal law. Any provision of this Memorandum, which conflicts with Federal law, will be null and void.

V. COMMUNICATION

To report a breach of confidentiality or for questions regarding this Memorandum of Understanding, please contact:

Shane Leach
(208) 859-1033
Shane.Leach@Dhw.idaho.gov

Heidi Tom
(208) 334-5758
Heidi.Tom@Dhw.idaho.gov

For training, adding or deleting users, or other general information, please contact:
PartnerAccess@Dhw.idaho.gov.

VI. INFORMATION EXCHANGE/SHARING

Information will be shared between the Division of Welfare and the PDAP Organizational User. It is understood that the staff of all parties will adhere to the confidentiality rules and guidelines of the Department, IDAPA 16, Title 5, Chapter 1, "Rules Governing the Protection and Disclosure of Department Records," and all applicable state and federal laws, rules and regulations pertaining to the confidentiality of, the disclosure of, information, and records, as it relates to the activities of any party, and the provisions of this Memorandum. Citations relevant to the use and disclosure of IDHW records are included (but not limited to) below:

16.05.01.075 Use and Disclosure of Confidential Information. Without consent or an authorization, no one may use or disclose health or other confidential information except as provided in Section 100 of this chapter. With consent or an authorization, confidential information will be used or disclosed only on a need-to-know basis and to the extent minimally necessary for the conduct of the Department's business and the provision of benefits or services, subject to law and the exceptions listed in these rules. Recipients of information must protect against unauthorized disclosure or use of the information for purposes that are not specified in consent or an authorization. Access to an individual's own records is governed by Section 125 of this chapter.

16.5.1.10.10 Minimally Necessary. The information that is essential to provide benefits or services, and to perform normal business processes of the Department. (3-20-04)

16.5.1.10.11 Need-to-Know. Confidential information that is necessary to provide benefits or services, and to perform normal business processes of the Department. (3-20-04)

Each party acknowledges that it may have an obligation, independent of this Memorandum, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160, 162 and 164. If applicable, parties shall comply with all amendments to the law and federal regulations made prior to or during the term of this Memorandum.

Shane Leach
Bureau Chief, Compliance & Support
Division of Welfare

Date

Signature of Executive Director/CEO

Date

Printed Name

Title

Business/Organization Name

Address

Phone

Email