

Mission:
To protect, promote & improve the health
of all people in Florida through integrated
state, county & community efforts.



Rick Scott
Governor

John H. Armstrong, MD, FACS
State Surgeon General & Secretary

Vision: To be the Healthiest State in the Nation

Addendum No. 1 Request For Applications: RFA 15-006 Targeted Outreach for Pregnant Women Act

DATE: November 20, 2015

TO: Applicants

FROM: Jesse Kemper, Perinatal HIV Prevention Program
Coordinator, Florida Department of Health

SUBJECT: Addendum No. 1: RFA 15-006

The purpose of this addendum is to provide a copy of the Business Associate Agreement (Attachment 5) and to advise applicants the Interagency Collaboration Agreement is obsolete and has been deleted. There are new minimum requirements for written agreements with community agencies (Attachment 3). The RFA is updated as follows:

Task 2.4.1: Enter into written agreements with community-based organizations that contain the minimum requirements outlined in Attachment 3.

Task 2.4.6: Enter into written agreements with substance abuse treatment providers. The minimum requirements for these is agreement(s) are contained in Attachment 3.

Task 2.4.7: Enter into written agreements with mental health treatment providers. The minimum requirements for these is agreement(s) are contained in Attachment 3.

Task 2.7.4.3: Provide copies of the written agreement(s) (Attachment 3) from community partners stating their willingness to collaborate on behalf of TOPWA enrolled clients. The written agreements are not included in the page limit.

3.2 Instructions for Formatting Application

3.2.3: Applicants must use section 2.7, "Description of Applicant's Approach to Performing Tasks" to determine the order that information is presented in the application.

ATTACHMENT 3

Minimum Requirements for Community Based Agreements

1. The agreement must specify that Provider will:
 - a) Provide confidential HIV counseling, testing and linkage services as a registered HIV testing program.
 - b) Provide pregnancy testing to women of childbearing age of unknown pregnancy status.
 - c) Provide HIV awareness and risk reduction education to eligible individuals.
 - d) Provide pregnant women information about the importance of knowing their HIV status and the importance of following medical protocols for pregnant women who are HIV infected.
 - e) Assist enrolled clients in accessing family planning services after the delivery of their baby, if that is the client's choice.
 - f) Assign a designee to facilitate communication relative to this agreement.
2. The agreement should require that all services will be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability.
3. The agreement must require that both parties follow applicable professional standards of practice and relevant state and federal law with respect to client confidentiality in a manner consistent with the requirements of the Department's Information Security Policies, Protocols and Procedures 2010, as amended. Where applicable, both parties will comply with the Health Insurance Portability Accountability Act.
4. The agreement must provide that the parties will comply with Chapter 119, Florida Statutes, with regards to public records.
5. The agreement must be signed and dated by both parties.

HIPAA BUSINESS ASSOCIATE AGREEMENT

The _____, hereinafter Covered Entity, and _____, hereinafter Business Associate, agree to the following terms and conditions in addition to an existing agreement to perform services that involve the temporary possession of protected health information to develop a product for the use and possession of Business Associate. After completion of the contracted work all protected health information is returned to the Covered Entity or destroyed as directed by the Covered Entity.

Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to these same restrictions and conditions.
- (e) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of Health and Human Services (HHS), in a time and manner designated by the Covered Entity or the Secretary of HHS, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (f) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information.
- (g) Business Associate agrees to provide to Covered Entity as disclosures of protected health information occurs information collected in accordance with Section (f) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information.

Obligations of Covered Entity

Covered Entity will provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 Code of Federal Regulations, Section 164.520, as well as any changes to such notice.

Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

The Term of this Agreement will be effective upon the date of signature of the undersigned principles for the respective parties and will terminate when all existing contracts related to protected health information between the parties have terminated.

Signing authority, Business Associate

Signing authority, Medical Provider

Date

Date