

**Memorandum of Understanding  
Between  
The Indiana Department of Health  
And  
Indiana Family and Social Services Administration  
Number xxx-x-xx-xx-xx-xxxx**

This Memorandum of Understanding (“MOU”) is entered into by and between the Indiana Department of Health (“ISDH”) and the Indiana Family and Social Services Administration (“FSSA”), including all of its divisions. In consideration of the mutual understandings and covenants set forth herein, the parties agree as follows:

**I. INTRODUCTION AND PURPOSE**

- a. ISDH and FSSA, through its various divisions, routinely exchange data in electronic format in support of programs undertaken by each agency in which shared information is necessary for the successful execution of such programs. Such data exchanges are either permitted or required by applicable federal and/or state laws and regulations and support a defined business need with respect to the associated programs.
- b. In order to minimize the number of agreements entered into by and between ISDH and FSSA regarding such data exchanges, and in order to assure consistency of the terms and conditions that apply to all such data exchanges, the parties wish to enter into a single agreement (this MOU) that includes a definition of each such data exchange attached hereto as appendices.
- c. The purpose of this MOU is to establish a mutual understanding of the roles and responsibilities of the parties with respect to all current and future electronic data exchanges between ISDH and FSSA as set forth in the appendices to this MOU.
- d. Upon execution this MOU contains Appendices X through X. These appendices do not contain separate signatures. Additional or amended appendices will be added in accordance with Section III Amendment.

**II. TERM AND TERMINATION**

- a. This MOU shall be effective July 1, 2013 and shall terminate on June 30, 2015.
- b. This MOU may be renewed for successive two (2) year terms upon mutual written agreement between the parties. Any renewal of this MOU will include all appendices attached hereto at the time of the renewal unless otherwise stipulated at the time of the renewal.
- c. This MOU may be terminated with or without cause by either party upon thirty (30) days written notice to the other party.
- d. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this MOU, the MOU shall be cancelled. A determination by the Director of the State

Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

### **III. AMENDMENT**

- a. This MOU may be amended at any time by mutual written agreement of the parties; provided however:
  - i. With respect to an appendix only, an appendix may be added, removed, or modified by mutual written agreement of ISDH and the FSSA Division of Healthcare Strategies and Technology.
  - ii. Appendices do not need to be amended to reflect minor changes in the data fields that do not otherwise materially affect the data exchange or legal authorities cited therein.

### **IV. FUNDING**

This MOU is hereby established as a no-cost agreement between the parties. Any data sharing exchanges between ISDH and FSSA that involve the exchange of funds will be addressed in separate MOUs.

### **V. AUTHORITY**

This MOU is executed under the authority of IC 12-8-1.5-6.

### **VI. PROVISIONS**

- a. ISDH and FSSA agree to undertake specific electronic data exchanges as defined in each of the appendices attached hereto.
- b. The data to be exchanged, including but not limited to, sending party, receiving party, meta data, data source, frequency of the exchange, data selection criteria, method and means of the exchange (e.g., secure file transfer), and additional considerations will be defined in the appendix for each exchange.
- c. Each appendix for each data exchange will cite the business purpose (including program) for the exchange and the legal authorities under which the data exchange is permitted or required.
- d. The term for each data exchange will be identified in the applicable appendix. By way of example only, some exchanges may be only required for a short period of time; others may continue for as long as this MOU continues in force, including renewals.

## VII. CONFIDENTIALITY AND SECURITY OF THE DATA

- a. ISDH and FSSA agree that each is required to secure and protect the confidentiality, integrity, and availability of confidential data in its safekeeping, including but not limited to Protected Health Information<sup>1</sup> and Personal Information<sup>2</sup>, in compliance with applicable federal and state laws and regulations. These laws and regulations include, but are not limited to, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including regulations and subsequent amendments thereto, Indiana Code 4-1-10, Indiana Code 4-1-6, 42 CFR Subpart F, 7 CFR 205.50, Indiana Code 12-15-27, Indiana Code 12-14-1, and the Patient Protection and Affordable Care Act (Public Law 111-148).
- b. Data provided to one party (the “receiving party”) by the other party (the “sending party”) under this MOU (the “Data”) will be kept secure and confidential (collectively, “safeguarded”) by the receiving party (inclusive of any third parties performing services on behalf of the receiving party and to which access and use of such Data is authorized by the receiving party) in accordance with applicable state and federal laws and regulations and not used or disclosed outside of the purpose for which the Data was provided under this MOU, excepted as otherwise may be required by law.
- c. Should a breach of confidentiality occur, meaning that the Data in the safekeeping of the receiving party has been used or disclosed in a manner not permitted by this MOU or by applicable federal and state laws and regulations (collectively, a “breach”), then:
  - i. The receiving party will undertake appropriate mitigating actions as prescribed by applicable federal and state laws and regulations, including providing notice to the victims of the breach and/or other notices to state and/or federal authorities where required.
  - ii. The receiving party will provide prompt notice of the breach to the sending party in the manner described below:
    - (1) When ISDH is the receiving party:
      - (a) Once a breach has been confirmed by the ISDH Security Manager, the ISDH Security Manager will provide an initial awareness notice to the FSSA Privacy & Security Officer within twenty-four (24) hours of such confirmation; such notice may be made by phone (877-690-0010 or 317-232-4732) or by email ([fssa.PrivacyOffice@fssa.in.gov](mailto:fssa.PrivacyOffice@fssa.in.gov));
      - (b) Subsequently, the ISDH Security Manager (or designee) will periodically update the FSSA Privacy & Security Officer (by email at

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<sup>1</sup> As defined in 45 CFR §160.103

<sup>2</sup> Reference IC 4-1-6-1 and IC 4-1-11-3 for examples of Personal Information; also commonly referred to as Personally Identifiable Information.

[fssa.PrivacyOffice@fssa.in.gov](mailto:fssa.PrivacyOffice@fssa.in.gov)) regarding the status of the breach including mitigating actions taken or will be undertaken by ISDH; the timing of such periodic updates will at the discretion of the ISDH Security Manager but made such that the FSSA Privacy & Security Officer is kept reasonably apprised of the status; and,

- (c) Upon conclusion of the breach event the ISDH Security Manager will provide the FSSA Privacy & Security Officer with a copy of ISDH's internal breach report or similar report summarizing the breach details and the actions taken.

(2) When FSSA is the receiving party:

Reporting of Security Incident to ISDH. FSSA, in collaboration with FSSA Privacy Office shall report to ISDH any security incident of which the FSSA becomes aware. Successful breaches of security shall be reported by FSSA Privacy Office to the ISDH Security Manager by calling (317) 233-4945 within two (2) hours of becoming aware of the breach **and** in electronic form to [PrivacyandSecurityOfficers@ISDH.in.gov](mailto:PrivacyandSecurityOfficers@ISDH.in.gov) within twenty-four (24) hours of becoming aware of the breach. If the FSSA Privacy Office is unable to reach the ISDH Security Manager at the above phone number, then the FSSA Privacy Office will report successful breaches of security to the Chief Information Officer by calling (317) 233-7673 within the same timeframes indicated above. In the event a successful breach is discovered outside of normal business hours, leaving a voice message at the above listed numbers is sufficient verbal notification; however, FSSA in collaboration with the FSSA Privacy Office shall still comply with the electronic reporting requirement stated above.

The following format should be used when reporting the breach electronically:

- **Name of Agency**  
Incident # (number assigned by reporting entity)
- **Type of Incident –**  
Date and Time of Report (Date and time incident was initially reported)  
  
Date and Time of Incident (Date and time incident occurred)  
  
Time potential breach was identified
- **Name and Title of Person Reporting Incident**  
Contact Information (of person reporting incident)
- **Summary of Incident** (Include pertinent information regarding the potential security breach)

- **Description of Personally Identifiable Information Involved** (Include number of participants records involved)
  
  - **Action Taken**  
Name of Person(s) Conducting Preliminary Investigation  
  
Contact Information (of individual responsible for Issue Analysis)  
  
Date Investigation started  
  
Action(s) Taken (include dates, times, and names of agencies notified of the Incident)
  
  - **Conclusion**  
Measures taken to address issue, and prevent any reoccurrences
- d. All electronic data exchanges between FSSA and ISDH will be secured through encryption technologies that meet or exceed the standards under Federal Information Processing Standards (FIPS) 140-2, Level 1, for data in motion.

### **VIII. NOTICE TO THE PARTIES**

- a. Where written notice is required under this MOU, such written notice shall be provided to the FSSA Secretary and the Contracts Section of ISDH.
- b. With respect to the performance of an electronic data exchange as defined in an appendix to this MOU, communication shall be between the agency program contacts listed in the applicable appendix.
- c. Each agency will notify the other when there is a change in the program contact listed in an appendix to help facilitate communication.

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**In Witness Thereof**, ISDH and FSSA through their duly authorized representatives, enter into this MOU. The parties, having read and understood the foregoing terms of this MOU do, by their respective signatures dated below, hereby agree to the terms thereof.

**Indiana State Department of Health**

\_\_\_\_\_  
Eric Miller  
Deputy Chief of Staff  
Chief Financial Officer

\_\_\_\_\_  
James Huston  
Chief of Staff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Mickens  
Chief Information Officer

\_\_\_\_\_  
Date

**Family and Social Services Administration**

\_\_\_\_\_  
Debra Minott  
Secretary  
Family and Social Services Administration

\_\_\_\_\_  
Andrew VanZee  
Director  
Division of Healthcare Strategies and  
Technology

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**State Budget Agency**

\_\_\_\_\_  
Christopher D. Atkins  
OMB Director

\_\_\_\_\_  
Date