COMMONWEALTH of VIRGINIA

Department of Medical Assistance Services

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SCOPE-OF-WORK ATTACHMENT

THIS ATTACHMENT supplements and is made a part of the Business Associate Agreement (herein referred to as "Agreement") by and between the Department of Medical Assistance Services (herein referred to as "Covered Entity") and [name of Business Associate] (herein referred to as "Business Associate").

I. General Terms

Covered Entity agrees to provide the following:

a. [An updated list of currently active Medicaid providers will be furnished on a semiannual basis or as needed to confirm whether providers requesting information are current participants in the Medicaid program.]

b. [Verification of the active providers will be provided by Covered Entity to the Business Associate by telephone in the case of new enrollees or reinstated providers who may not be contained on the most recent listing the Business Associate has received.]

c. [Covered Entity will provide technical assistance directly and through its MMIS fiscal agent to assist with use of any electronic formats, such as magnetic tape. Covered Entity will provide advance notice whenever possible before making changes to the format or to the codes used in the information processing.]

d. [Covered Entity or its agent may conduct random audits of the Business Associate's processes and require corrective action of deficiencies or, at Covered Entity's option, may suspend or terminate access to the data by the Business Associate if the deficiencies are of such a severity to warrant such action. Immediate action is required to correct any deficiency that would compromise the privacy of individual enrollees' information. Covered Entity will allow a reasonable time for the Business Associate to perform corrective action for other identified deficiencies.]

II. Business Associate agrees to the following:

a. The Business Associate must adhere to all relevant confidentiality and privacy laws, regulations, and contractual provisions laid out in the Agreement. These laws and regulations include, but are not limited to: VA Code § 32.1-325.3, 12 VAC 30-20-90, § 1902(a)(7) of the Social Security Act, and 42 CFR § 431.300. The Business Associate shall have in place appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records.

b. The Business Associate must have an agreement with each Medicaid provider who is outside of the DMAS Provider Network and who requests information from the Business Associate that binds the provider to the privacy and confidentiality laws and regulations referenced in paragraph (a) above and which prohibits use of the recipient information for any purpose other than administration of the Medicaid program. Each provider who requests information from the Business Associate must be identified by its Medicaid provider number to ensure entitlement to the data.

c. If the Business Associate charges a fee for this service, the fee must be reasonable as determined by Covered Entity. Covered Entity will evaluate reasonableness by comparison with other vendors in this field or vendors providing similar services to the medical provider community or similar groups.

d. The Business Associate must maintain a record of all inquiries for at least one year. This record must contain at least the following information: the provider name, recipient name, provider identification number, number of inquiries of each provider, the dates of the provider queries, and the dates the services were rendered. This record must be available for review by Covered Entity.

e. The Business Associate shall be subject to random auditing by the Covered Entity upon reasonable notice to the Business Associate and at Covered Entity's expense. Upon confirmation of any contract violation, a corrective action plan must be developed and implemented in a timely manner. If a DMAS Internal Auditor or External Auditor is required to be engaged by the Covered Entity in order to perform a targeted audit to fully assess the scope of a specific contract violation, the Business Associate shall reimburse the Covered Entity, or at Covered Entity's option, its agent, for all reasonable costs and charges of the Auditor within thirty (30) days after identification of such charges and costs.

f. The Business Associate shall indemnify and defend Covered Entity, its officers, and employees from and against any and all claims by any third party or parties, including Medicaid providers and Medicaid recipients, arising out of the Business Associate's execution or performance of this Agreement.

g. Failure of the Business Associate to adhere to any part of the Agreement shall be sufficient reason for immediate suspension of access to the MMIS, with the right to terminate the Agreement as specified under Section IV, subsection 6 of the Business Associate Agreement.

III. Special Provisions

[To be identified.]