
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into between Mississippi Division of Medicaid (“DOM”) and _____ (“Business Associate”), and modifies any other prior existing agreement or contract for this purpose. In consideration of the mutual promises below and the exchange of information pursuant to this Agreement and in order to comply with all legal requirements for the protection of this information, the parties therefore agree as follows:

I. RECITALS

- a. DOM is a State Agency that acts both as an employer and as a Health Plan for public benefit with a principal place of business at 550 High Street, Suite 1000, Jackson, MS 39201.
- b. Business Associate is a corporation qualified to do business in Mississippi that will act to perform consulting services for DOM with a principal place of business at _____.
- c. Pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996; the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and their implementing regulations, including 45 C.F.R. Parts 160 and 164, Subparts A and E (“Privacy Rule”), and 45 C.F.R. Parts 160 and 164, Subparts A and C (“Security Rule”):
 - i. DOM, as a Covered Entity is required to enter into this Agreement to obtain satisfactory assurances that Business Associate will comply with and appropriately safeguard all Protected Health Information (“PHI”) Used, Disclosed, created or received by Business Associate on behalf of DOM, and
 - ii. certain provisions of HIPAA, the HITECH Act, and their implementing regulations apply to Business Associate in the same manner as they apply to DOM and such provisions must be incorporated into this Agreement.
- d. DOM desires to engage Business Associate to perform certain functions for, or on behalf of, DOM involving the Disclosure of PHI by DOM to Business Associate, or the creation or Use of PHI by Business Associate on behalf of DOM, and Business Associate desires to perform such functions, as set forth in the Service Agreements which involve the exchange of information, and wholly incorporated herein.

II. DEFINITIONS

- a. “Breach” shall mean the acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule which compromises the security or privacy of the PHI, and subject to the exceptions set forth in 45 C.F.R. § 164.402.
- b. “Business Associate” shall mean _____.
- c. “Covered Entity” shall mean DOM.

- d. "Data Aggregation" shall have the same meaning as the term "Data aggregation" in 45 C.F.R. § 164.501.
- e. "Designated Record Set" shall have the same meaning as the term "Designated record set" in 45 C.F.R. § 164.501.
- f. "Disclosure" shall have the same meaning as the term "Disclosure" in 45 C.F.R. § 160.103.
- g. "Health Plan" shall have the same meaning as the term "Health plan" in 45 C.F.R. § 160.103.
- h. "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. "Protected Health Information" shall have the same meaning as the term "Protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of DOM.
- k. "Required by Law" shall have the same meaning as the term "Required by law" in 45 C.F.R. § 164.103.
- l. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- m. "Security Incident" shall have the same meaning as the term "Security incident" in 45 C.F.R. § 164.304.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- o. "Service Agreement" shall mean the agreements and contracts entered into between DOM and Business Associate.
- p. "Standard" shall have the same meaning as the term "Standard" in 45 C.F.R. § 160.103.
- q. "Subcontractor" shall have the same meaning as the term "Subcontractor" in 45 C.F.R. § 160.103.
- r. "Unsecured Protected Health Information" shall have the same meaning as the term "Unsecured protected health information" in 45 C.F.R. § 164.402.
- s. "Use" shall have the same meaning as the term "Use" in 45 C.F.R. § 160.103.
- t. "Violation" or "Violate" shall have the same meaning as the terms "Violation" or "violate" in 45 C.F.R. § 160.103.

All other terms not defined herein shall have the meanings assigned in HIPAA, the HITECH Act, and

their implementing regulations.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule, to prevent Use or Disclosure of the PHI other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in Violation of the requirements of this Agreement.
- d. Business Associate agrees to report to DOM without unreasonable delay, and no later than seventy-two (72) hours after discovery, any Use or Disclosure of PHI not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware.
- e. Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate with respect to such information, all in accordance with 45 C.F.R. §§ 164.308 and 164.502.
- f. Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of the Business Associate agree to comply with the applicable requirements of the Security Rule and Privacy Rule by entering into a Business Associate Agreement in accordance with 45 C.F.R. §§ 164.314, 164.502, and 164.504, and ensuring that any Subcontractor executes a separate Business Associate Agreement with DOM.
- g. Business Associate agrees to provide access, at the request of DOM, and in the time and manner designated by DOM, to PHI in a Designated Record Set, to DOM or, as directed by DOM, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- h. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that DOM directs or agrees to pursuant to 45 CFR § 164.526 at the request of DOM or an Individual, and in the time and manner designated by DOM.
- i. Business Associate agrees to document such Disclosures of PHI and information related to such Disclosures as would be required for DOM to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
- j. Business Associate agrees to provide to DOM or an Individual, in a time and manner designated by DOM, information collected in accordance with paragraph (i) of Section (III) of this Agreement, to permit DOM to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
- k. Business Associate agrees that to the extent that Business Associate carries out DOM's obligations under the Privacy Rule, Business Associate will comply with the requirements of the

Privacy Rule that apply to DOM in the performance of such obligation.

- l. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, DOM available to the Secretary for purposes of determining DOM's compliance with the Privacy Rule.
- m. Business Associate agrees that all of DOM's data will not be co-mingled with other trading partner's data. Data will be stored in an individual structure and will be easily identifiable and exportable.
- n. The provisions of the HITECH Act that apply to Business Associate and are required to be incorporated by reference in a Business Associate Agreement are hereby incorporated into this Agreement, including, without limitation, 42 U.S.C. §§ 17935(b), (c), (d) and (e), and 17936(a) and (b), and their implementing regulations.
- o. Without limitation of the foregoing:
 - i. Pursuant to 42 U.S.C. § 17931(a), the following sections of the Security Rule shall apply to Business Associate in the same manner as they apply to DOM: 45 C.F.R. §§ 164.308 (Administrative Safeguards); 164.310 (Physical Safeguards); 164.312 (Technical Safeguard); and 164.316 (Policies and procedures and documentation requirements).
 - ii. 42 U.S.C. §§ 17931(b) and 17934(c), and their implementing regulations, each apply to Business Associate with respect to its status as a business associate to the extent set forth in each such Section.
 - iii. Pursuant to 45 C.F.R. § 164.410, without unreasonable delay, and no later than seventy-two (72) hours after discovery, Business Associate shall notify DOM of any Breach of Unsecured PHI. The notification shall include, to the extent possible and subsequently as the information becomes available, the identification of all Individuals whose Unsecured PHI is reasonably believed by Business Associate to have been Breached along with any other available information that is required to be included in the notification to the Individual, HHS and/or the media, all in accordance with the data Breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 and 164, Subparts A, D, and E.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. General Use and Disclosure Provisions: Subject to the terms of this Agreement, Business Associate may Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, DOM as specified in the Service Agreements, provided that such Use or Disclosure would not Violate what is Required by Law, or the minimum necessary policies of DOM, or the Privacy Rule if done by DOM, except for the specific Uses and Disclosures set forth below, for the purpose of performing the Service Agreement.
- b. Specific Use and Disclosure Provisions:
 - i. Business Associate may Use PHI, if necessary, for the proper management and administration of the Business Associate or to carry out the legal responsibilities of

the Business Associate under the Service Agreements entered into between DOM and Business Associate.

- ii. Business Associate may Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- iii. Business Associate may Use PHI to provide Data Aggregation services exclusively to DOM as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

V. OBLIGATIONS OF DOM

- a. DOM shall provide Business Associate with the Notice of Privacy Practices that DOM produces in accordance with 45 C.F.R. § 164.520, attached hereto as Attachment "A" and wholly incorporated herein, as well as any changes to such Notice of Privacy Practices.
- b. DOM shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- c. DOM shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- d. DOM shall notify Business Associate of any restriction to the Use or Disclosure of PHI that DOM has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- e. Permissible Requests by DOM: DOM shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the Privacy Rule if done by DOM, or the minimum necessary policies of DOM, except as provided for in paragraph (b) of section (IV) of this Agreement.

VI. TERM AND TERMINATION

- a. Term. For all new Service Agreements entered into between DOM and Business Associate, the effective date of this Agreement is the effective date of the Service Agreements entered into between DOM and Business Associate. For all ongoing Service Agreements entered into between DOM and Business Associate, the effective date of this Agreement is the date first herein written. This Agreement shall terminate when all of the PHI provided by DOM to Business Associate, or created or received by Business Associate on behalf of DOM, is destroyed or returned to DOM, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section. Termination of this Agreement shall automatically terminate the Service Agreement.
- b. Termination for Cause. Upon DOM's knowledge of a material Breach or Violation by Business

Associate, Business Associate authorizes that DOM shall, at its discretion, either:

- i. provide an opportunity for Business Associate to cure the Breach or end the Violation and terminate this Agreement and the associated Service Agreements, if Business Associate does not cure the Breach or end the Violation within the time specified by DOM, or
 - ii. immediately terminate this Agreement and the associated Service Agreements if Business Associate has Breached a material term of this Agreement and cure is not possible.
- c. Effect of Termination.
- i. Except as provided in subsection (ii) of paragraph (c) of section (VI) of this Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of, DOM in accordance with State and Federal retention guidelines. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to DOM notification of the conditions that make return or destruction infeasible. Upon notification in writing that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII. MISCELLANEOUS

- a. Statutory and Regulatory References. A reference in this Agreement to a section in HIPAA, the HITECH Act, their implementing regulations, or other applicable law means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, DOM shall notify Business Associate of any actions it reasonably deems are necessary to comply with such changes, and Business Associate promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation or any such law, rule, regulation or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, Business Associate may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues.
- c. The parties agree to take such action as is necessary to amend this Agreement as is necessary to effectively comply with the terms of any Service Agreements, or for DOM to comply with the requirements of HIPAA, the HITECH Act, their implementing regulations, and other applicable law relating to the security and privacy of PHI. Such modifications signed by the parties shall be attached to and become part of this Agreement.

- d. Survival. The respective rights and obligations of Business Associate provided for in paragraph (c) of section (VI) of this Agreement shall survive the termination of this Agreement.
- e. Interpretation. Any ambiguity in this Agreement shall be resolved to permit DOM to comply with HIPAA, the HITECH Act, their implementing regulations, and other applicable law relating to the security and privacy of PHI.
- f. Indemnification. Business Associate will indemnify and hold harmless DOM to this Agreement from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
- i. any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the Business Associate under this Agreement, and
 - ii. any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the performance of the Business Associate under this Agreement.
- g. Disclaimer. DOM makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, the HITECH Act, their implementing regulations, or other applicable law will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized Use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- h. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and may be either personally delivered, emailed, or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow or to such other addresses provided for in this agreement or as the parties may hereinafter designate in writing:

DOM: **Office of the Governor**
Division of Medicaid
550 High Street, Suite 1000
Jackson, MS 39201

Business Associate: _____

Any such notice shall be deemed to have been given as of the date transmitted.

- i. Change in Law. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, DOM shall notify Business Associate of any actions it reasonably deems are necessary to comply with such changes, and Business Associate promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation or any such law, rule, regulation or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, Business Associate may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues.

- j. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- k. Governing Law. This Agreement shall be construed broadly to implement and comply with the requirements relating to HIPAA, the HITECH Act, their implementing regulations, and other applicable law relating to the security and privacy of PHI. All other aspects of this Agreement shall be governed under the laws of the State of Mississippi.
- l. Assignment/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. Except as otherwise provided in the Service Agreement and any proposal or RFP related thereto and agreed upon between the parties, Business Associate may not assign or subcontract the rights or obligations under this Agreement without the express written consent of DOM, provided that any Subcontractor executes a separate Business Associate Agreement with DOM. DOM may assign its rights and obligations under this Agreement to any successor or affiliated entity.
- m. Entire Agreement. This Agreement contains the entire agreement between parties and supersedes all prior discussions, negotiations and services for like services.
- n. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than DOM, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- o. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, assignees, subsidiaries, Subcontractors or employees assisting Business Associate in the fulfillment of its obligations under this Agreement, available to DOM, at no cost to DOM, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DOM, its directors, officers or employees based upon claimed Violation of HIPAA, the HITECH Act, their implementing regulations or other laws relating to the security and privacy of PHI, except where Business Associate or its agents, affiliates, assignees, subsidiaries, Subcontractors or employees are a named adverse party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective on the date provided for in paragraph (a) of section (VI) of this Agreement.

Business Associate:

(Name of Business Associate Representative – Typed or Printed)

(Title/Component)

(Signature)

(Date)

DOM:

(Name of DOM Representative – Typed or Printed)

(Title/Component)

(Signature)

(Date)

ATTACHMENT A

OFFICE OF THE GOVERNOR | MISSISSIPPI DIVISION OF MEDICAID

**NOTICE OF PRIVACY PRACTICES**

Original Effective Date: April 14, 2003
Revised Effective Date: September 23, 2013

MISSISSIPPI DIVISION OF
MEDICAID

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW THE NOTICE BELOW CAREFULLY.

The Mississippi Division of Medicaid (DOM) is required by law keep your Protected Health Information (PHI) private. DOM gets PHI from you when you apply for Medicaid, and when your health care providers (for example, your doctor, dentist, clinics, labs, and hospitals) send PHI to DOM to ask DOM to approve and pay for your health care. PHI may include your name, address, birth date, phone number, Social Security number, and medical information. This information is part of your Medicaid record and DOM stores it in files and on a computer. DOM is required by law to give you this Notice of Privacy Practices (Notice) which describes its legal duties and privacy practices regarding your PHI.

How DOM May Use or Disclose Your Protected Health Information

DOM may use or share your PHI for reasons related to the administration of the Medicaid program. In order to carry these tasks out, DOM may contract with others outside the agency for services. For example, DOM contracts with a private company to process the claims sent in by your health care provider. DOM may need to share some or all of your PHI with that company so your health care bills are paid. When this is done, the law and DOM require that company, called a “business associate”, to follow the law just like DOM does and to keep all of your PHI safe.

DOM may use or disclose your PHI for the following purposes:

1. **Treatment.** DOM may use or share PHI about you to make sure you get the care you need. For example, DOM may provide a list of what medicines you have received to your doctors, so they can consider these when prescribing additional medications.
2. **Payment.** DOM may use or share PHI about you so that it can pay for your health services. For example, your doctor will send certain health and private information about you to DOM or a DOM business associate, who will check to see if you are eligible for benefits and then will send payment directly to the health care provider for those services if you are eligible.
3. **Health care operations.** DOM may use or share PHI about you to run the Medicaid program. DOM may use your health records to check the quality of the health care you get and in audits, fraud and abuse programs, planning, and management. For example, DOM may contract with a private company to review the care and services you have received to ensure that your doctor or other health provider provided quality care to you.

4. **Notification and communication with family.** We may use or share your PHI to tell a family member, your personal representative, or another person responsible for your care about where you are, your general condition, or if you die. If you are able and can agree or object, DOM will give you a chance to object prior to making this notification. If you are unable or cannot agree or object or it is an emergency or disaster relief situation, DOM will use its best judgment in telling your family and others. If you are deceased, DOM may disclose to a family member, a personal representative, or another person who was involved in your care or payment for health care prior to your death, your PHI that is relevant to such person's involvement, unless doing so is inconsistent with any of your prior expressed preferences that are known to DOM.
5. **Required by law.** DOM may use or share your PHI when required by federal, state, and local laws, or by court order.
6. **Public health activities.** When required or permitted by law, DOM may use or share your PHI for public health activities, such as: preventing or controlling communicable disease, injury, or disability; reporting births and deaths; reporting to the Food and Drug Administration problems with products and reactions to medications; and reporting disease or infection exposure.
7. **Health oversight activities.** DOM may use or share your PHI with health agencies during the course of audits, investigations, inspections, licensure, and other proceedings.
8. **Judicial and administrative proceedings.** DOM may use or share your PHI in the course of any administrative or judicial proceeding.
9. **Law enforcement and government authorities.** DOM may use or share your PHI with a law enforcement official or government authority for purposes such as: identifying or locating a suspect, fugitive, material witness, or missing person; complying with a court order, subpoena, or similar process; reporting suspicious wounds, burns, or physical injuries; reporting child abuse, neglect, or domestic violence; and relating to the victim of a crime.
10. **Deceased person information.** DOM may use or share your PHI with coroners, medical examiners, and funeral directors as necessary to carry out their duties.
11. **Organ, eye, or tissue donation.** DOM may use or share your PHI with organizations involved in procuring, banking, or transplanting organs, eyes, or tissues.
12. **Research.** DOM may use or share your PHI with researchers doing research that has been approved by a DOM approved Privacy Board.
13. **Public safety.** DOM may use or share your PHI with appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.
14. **Specialized government functions.** DOM may use or share your PHI for military, national security, correctional institution, government benefits, and other specialized government purposes.
15. **Worker's compensation.** DOM may use or share your PHI as necessary to comply with worker's

compensation laws.

When DOM May Not Use or Disclose Your Health Information

Most uses or disclosures of **psychotherapy notes**, uses or disclosures of PHI for **marketing purposes**, and disclosures that constitute the **sale of PHI** require your written authorization.

Except for those purposes described in this Notice, DOM will not use or share your PHI without your written authorization. If you do authorize DOM to use or share your PHI in other ways not described in this Notice, you may take back your authorization in writing at any time. However, this revocation of your authorization will not be effective for PHI that DOM has used or shared before you took back your authorization.

DOM is required by law to notify you if there is a breach of your unsecured PHI.

Your Health Information Rights

1. **You have the right to ask for restrictions on certain uses and disclosures of your PHI.** DOM does not have to agree to the restriction that you ask for.
2. **You have the right to have DOM contact you confidentially in a certain way or at a certain location.** DOM will grant your request if it is reasonable and you believe it is needed for your safety. You will be told in advance of any fees or charges for this process.
3. **You have the right to inspect and obtain a copy of your PHI.** DOM may deny this request in certain situations, and if the request is granted, there may be fees or charges for this process.
4. **You have the right to ask DOM to change PHI in your record that you believe is not correct or not complete.** DOM does not have to change your PHI and will inform you of its decision to deny your request. You will be told how you can disagree with the denial.
5. **You have the right to get a list of disclosures of your PHI made by DOM,** except that DOM does not have to include disclosures for certain purposes, including: treatment, payment, health care operations, information provided to you, certain government functions, and certain other limited purposes.
6. **You have the right to request a paper copy of this Notice.** You may also obtain a copy of this Notice on the DOM website at <http://www.medicaid.ms.gov/Publications.aspx> (click Notice of Privacy Practices).

Changes to this Notice of Privacy Practices

DOM reserves the right to change this Notice at any time in the future, and to make the new provisions effective for all PHI that it keeps, including PHI that was created or received prior to the date of such change. Until such change is made, DOM must comply with this Notice. Upon a material change of this Notice, DOM will send a new Notice with the changes and effective date of change to each current beneficiary.

Complaints

If you believe your privacy rights described in this Notice have been violated, you may submit a complaint to:

Privacy Officer
Division of Medicaid
Walter Sillers Building, 550 High Street, Suite 1000, Jackson, MS 39201-1399

Toll-free: (800) 421-2408
Phone: (601) 359-6050

You may also submit a complaint to:

Regional Manager
Region IV - Office for Civil Rights
U.S. Department of Health and Human Services
Sam Nunn Atlanta Federal Center, Suite 16T70, 61 Forsyth Street, S.W., Atlanta, GA 30303-8909

Toll-free: (800) 368-1019
Telecommunications device for the deaf: (800) 537-7697

If you file a complaint, DOM will not take away your health care benefits or retaliate against you in any way.

Questions

If you have any questions about this Notice or DOM's privacy practices, or you wish to use any of the privacy rights explained in this Notice, please contact the DOM Privacy Officer at the address or number listed above.

For instructions on how to obtain this information in Braille, another language, or other available formats, please call 1-800-421-2408 or contact your local DOM Regional Office. Contact information for these offices can be found on the DOM website at <http://www.medicaid.ms.gov/RegionalOffices.aspx>.

Si necesita esta información en español, por favor llame 1-800-421-2408 o póngase en contacto con su oficina local de DOM Regional. Información de contacto de estas oficinas puede encontrarse en el sitio web de DOM <http://www.medicaid.ms.gov/RegionalOffices.aspx>.