

HIPAA BUSINESS ASSOCIATE
Interagency Memorandum of Understanding

The parties to this Business Associate Interagency Memorandum of Understanding (“MOU”) are the Colorado Department of Health Care Policy and Financing (“HCPF,” “Covered Entity” or “CE”) and the Colorado Department of Public Health and Environment (“CDPHE”, “Contractor,” “or “Associate”) as per Interagency Agreement Number 2105-2007. This MOU is effective as of July 1, 2004 (the “MOU Effective Date”).

RECITALS

- A. HCPF wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. HCPF and CDPHE intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 3120d-8 (“HIPAA”) and its implementing regulations thereunder by the U.S. Department of Health and Human Services (the “Privacy Rule”) and other applicable laws, as amended.
- C. As part of the HIPAA regulations, the Privacy Rule requires HCPF to enter into a contract containing specific requirements with CDPHE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this MOU.
- D. This MOU applies to exchanges of information and data relating to the Colorado Women’s Cancer Control Initiative Breast and Cervical Cancer Program, and the Prenatal Plus Program. The data exchanges for these programs/services are considered mutually beneficial for both HCPF and CDPHE. For any program/service in which CDPHE is acting as a public health authority, and information is disclosed for purposes related to CDPHE’s public health authority under 45 C.F.R. § 164.512(b), HCPF may or may not disclose information to CDPHE based on a separate written request from CDPHE.
- E. Required approval, clearance and coordination has been accomplished from and with appropriate agencies.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this MOU shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this MOU, the Privacy Rule shall control. Where the provisions of this MOU

differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this MOU shall control.

b. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

“Protected Information” shall mean PHI provided by HCPF to CDPHE or created or received by CDPHE on HCPF’s behalf. To the extent, if any, CDPHE is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this MOU does not include any PHI created or obtained by CDPHE as a covered entity and CDPHE shall follow its own policies and procedures for accounting, access and amendment of Associate’s PHI.

d. “Designated Record Set” shall mean any client information CDPHE is collecting or has access to on behalf of HCPF, to perform the scope of work,

2. Obligations of CDPHE.

a. Permitted Uses. CDPHE shall not use Protected Information except for the purpose of performing CDPHE’s obligations under and as permitted by the terms of this MOU. Further, CDPHE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by HCPF, except that CDPHE may use Protected Information: (i) for the proper management and administration of CDPHE; (ii) as required by law; or (iii) for Data Aggregation purposes for the Health Care Operations of HCPF. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A.

b. Permitted Disclosures. CDPHE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by HCPF, except that CDPHE may disclose Protected Information: (i) in a manner permitted pursuant to this MOU; (ii) for the proper management and administration of CDPHE; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of HCPF; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that CDPHE discloses Protected Information to a third party, CDPHE must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this MOU and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to notify CDPHE within two (2) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. CDPHE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by this MOU. CDPHE shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the CDPHE's operations and the nature and scope of its activities. CDPHE will not be responsible for provisions of the HIPAA Security Rule prior to April 21, 2005.

d. Reporting of Improper Use or Disclosure. CDPHE shall report to HCPF in writing any use or disclosure of Protected Information other than as provided for by this MOU within five (5) business days of becoming aware of such use or disclosure.

e. CDPHE's Agents. If CDPHE uses one or more subcontractors or agents to provide services under this MOU, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with CDPHE containing substantially the same provisions as this MOU and further identifying HCPF as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. CDPHE shall implement and maintain appropriate sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. CDPHE shall make Protected Information maintained by CDPHE or its agents or subcontractors in Designated Record Sets available to HCPF for inspection and copying within ten (10) business days of a request by HCPF to enable HCPF to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524.

g. Amendment of PHI. Within twenty (20) business days of receipt of a request from HCPF for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, CDPHE or its agents or subcontractors shall make such Protected Information available to HCPF for amendment and incorporate any such amendment to enable HCPF to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from CDPHE or its agents or subcontractors, CDPHE must notify HCPF in writing within ten (10) business days of the receipt of the request. Any denial of amendment of Protected Information maintained by CDPHE or its agents or subcontractors shall be the responsibility of HCPF.

h. Accounting Rights. Within twenty (20) business days of notice by HCPF of a request for an accounting of disclosures of Protected Information, CDPHE and its agents or subcontractors shall make available to HCPF the information required to provide an accounting of disclosures to enable HCPF to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by, 45 C.F.R. Section 164.528, CDPHE shall not provide an accounting to HCPF of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii)

pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F.R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. CDPHE agrees to implement a process that allows for an accounting to be collected and maintained by CDPHE and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to CDPHE or its agents or subcontractors, CDPHE shall within five (5) business days of the receipt of the request forward it to HCPF in writing. It shall be HCPF's responsibility to prepare and deliver any such accounting requested. CDPHE shall not disclose any Protected Information except as set forth in Section 5(b) of this MOU.

i. Governmental Access to Records. CDPHE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining HCPF's compliance with the Privacy Rule. CDPHE shall provide to HCPF a copy of any Protected Information that CDPHE provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. CDPHE (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to, 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. CDPHE acknowledges that CDPHE has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except as provided in Section 4(e) of this MOU or in Attachment A, CDPHE and its subcontractors or agents shall retain all Protected Information throughout the term of this MOU and shall continue to maintain the information required under Section 2(h) of this MOU for a period of six (6) years after termination of the Contract.

m. Notification of Breach. During the term of this MOU, CDPHE shall notify HCPF within two (2) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. CDPHE shall take (i) prompt

corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. Audits, Inspection and Enforcement. Within ten business (10) days of a written request by HCPF, CDPHE and its agents or subcontractors shall allow HCPF to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this MOU for the purpose of determining whether CDPHE has complied with this MOU; provided, however, that: (i) CDPHE and HCPF shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) HCPF shall protect the confidentiality of all confidential and proprietary information of CDPHE to which HCPF has access during the course of such inspection; and (iii) HCPF shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by CDPHE. The fact that HCPF inspects, or fails to inspect, or has the right to inspect, CDPHE's facilities, systems, books, records, agreements, databases, policies and procedures does not relieve CDPHE of its responsibility to comply with this MOU, nor does HCPF's (i) failure to detect or (ii) detection, but failure to notify CDPHE or require CDPHE's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of HCPF's enforcement rights under this MOU.

o. Safeguards During Transmission. CDPHE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to HCPF pursuant to this MOU, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by HCPF, and in accordance with any specifications set forth in Attachment A.

3. Obligations of HCPF.

a. Safeguards During Transmission. HCPF shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to CDPHE pursuant to this MOU, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by CDPHE, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. HCPF shall provide CDPHE with a copy of its notice of privacy practices produced in accordance with 45 C.F.R. Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect CDPHE's use or disclosure of Protected Information. HCPF shall provide CDPHE with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect CDPHE's permitted or required uses or disclosures. To the extent that it may affect CDPHE's permitted use or disclosure of PHI, HCPF shall notify CDPHE of any restriction on the use or disclosure of Protected Information that HCPF has agreed to in accordance with 45 C.F.R. Section 164.522.

4. Termination.

a. Without Cause. Either of the parties shall have the right to terminate this MOU by giving the other party 60 days notice. If notice is given, the MOU will terminate at the end of 60 days, and the liabilities of the parties hereunder for further performance of the terms of the MOU shall thereupon cease, but the parties shall not be released from duty to perform up to the date of termination.

b. Reasonable Steps to Cure Breach. If HCPF knows of a pattern of activity or practice of CDPHE that constitutes a material breach or violation of the CDPHE's obligations under the provisions of this MOU or another arrangement, and does not terminate this MOU pursuant to Section 4(c), then HCPF shall take reasonable steps to cure such breach or end such violation, as applicable. Any dispute concerning the performance of this MOU that cannot be resolved at the divisional level shall be referred to superior departmental management staff designated by each department. Failing resolution at that level, disputes shall be presented to the executive directors of each department for resolution. Failing resolution by the executive directors, the dispute shall be submitted in writing by both parties to the State Controller, whose decision on the dispute shall be final. This dispute resolution mechanism is in addition to, and not in lieu of, any other reporting or other requirement of federal or state law concerning alleged privacy violations.

c. Material Breach. Any material breach by CDPHE of any provision of this MOU, as determined by HCPF, shall be grounds for immediate termination of the Contract by HCPF. HCPF shall either (i) terminate this MOU, if feasible or (ii) if termination of this MOU is not feasible, HCPF shall report CDPHE's breach or violation to the Colorado Attorney General's Office and to the Secretary of the U.S. Department of Health and Human Services.

d. Judicial or Administrative Proceedings. Either party may terminate this MOU, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

e. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this MOU, for any reason, CDPHE shall return or destroy all Protected Information that CDPHE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If CDPHE elects to destroy the PHI, CDPHE shall certify in writing to HCPF that such PHI has been destroyed.

(2) If CDPHE believes that returning or destroying the Protected Information is not feasible, CDPHE shall promptly provide HCPF notice of the conditions making return or destruction infeasible. Upon mutual agreement of HCPF and CDPHE that return or destruction of Protected Information is infeasible, CDPHE shall continue to extend the protections of

Sections 5(a), 5(b), 5(c), 5(d) and 5(e) of this MOU to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. No Waiver of Immunity. No term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

6. Defense. To the extent any legal action against either party is not covered by the Risk Management Fund or other authorized self-insurance fund for tort claims, each party shall defend itself at its own expense in any action by third parties.

7. Disclaimer. HCPF makes no warranty or representation that compliance by CDPHE with this MOU, HIPAA or the HIPAA Regulations will be adequate or satisfactory for CDPHE's own purposes. CDPHE is solely responsible for all decisions made by CDPHE regarding the safeguarding of PHI.

8. Certification. To the extent that HCPF determines an examination is necessary in order to comply with HCPF's legal obligations pursuant to HIPAA relating to certification of its security practices, HCPF or its authorized agents or contractors, may, at HCPF's expense, examine CDPHE's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to HCPF the extent to which CDPHE's security safeguards comply with HIPAA, the HIPAA Regulations or this MOU.

9. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this MOU may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the Final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb. 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that HCPF must receive satisfactory written assurance from CDPHE that CDPHE will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. HCPF may terminate the MOU upon thirty (30) days written notice in the event (i) CDPHE does not promptly enter into negotiations to amend this MOU when requested by HCPF pursuant to this Section or (ii) CDPHE does not enter into an amendment to this MOU providing assurances regarding the safeguarding of PHI that HCPF, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this MOU.

10. Assistance in Litigation or Administrative Proceedings. CDPHE shall make itself, and any subcontractors, employees or agents assisting CDPHE in the performance of its obligations under this MOU, available to HCPF, at no cost to HCPF up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against HCPF, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy of PHI, except where CDPHE or its subcontractor, employee or agent is a named adverse party.

11. No Third Party Beneficiaries. Nothing express or implied in this MOU is intended to confer, nor shall anything herein confer, upon any person other than HCPF, CDPHE and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

12. Interpretation. This MOU shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this MOU shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule.

13. Survival of Certain Terms. Notwithstanding anything herein to the contrary, CDPHE's obligations under Section 7(d) ("Effect of Termination") and Section 14 ("No Third Party Beneficiaries") shall survive termination of this MOU and shall be enforceable by HCPF as provided herein in the event of such failure to perform or comply by the CDPHE.

14. Representatives and Notice.

a. Representatives. For the purpose of this MOU, the individuals listed below are hereby designated as the parties' respective representatives. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

HCPF/Covered Entity Representative:

Julie Gefke
Privacy and Security Officer
Department of Health Care Policy and Financing
1570 Grant St, Denver, CO 80203-1818

CDPHE/Business Associate Representative:

Ann McNulty
HIPAA Compliance Coordinator
Department of Public Health and Environment
4300 Cherry Creek Drive South, Denver, CO 80246-1530

15. Availability of Funds. Payment pursuant to this MOU, if in any part federally funded, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. If any of said federal funds become unavailable, as determined by HCPF, either party may immediately terminate or seek to amend this MOU.

16. Audits. In addition to any other audit rights in this MOU, CDPHE shall permit HCPF and any authorized federal agency to monitor and audit records and activities which are or have been undertaken pursuant to this MOU.

17. No Assignment. Except as otherwise provided, the duties and obligations of CDPHE shall not be assigned, delegated or subcontracted except with the express prior written consent of HCPF. Any subcontractors or agents used by BA to perform any services in connection with this MOU shall be subject to the requirements of this MOU.

ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate MOU dated July 1, 2004, between the Department of Health Care Policy and Financing and the Department of Public Health and Environment (“MOU”). This Attachment may be amended from time to time as provided in Section 12(b) of the MOU.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 5(a) of the MOU, CDPHE may use Protected Information as follows:

No Additional Permitted Uses

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 5(b) of the MOU, CDPHE may disclose Protected Information as follows:

No Additional Permitted Disclosures

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of CDPHE shall receive Protected Information in the course of assisting CDPHE in the performance of its obligations under the MOU:

Authorized IRIS users: HCPF data will be input into the IRIS system for Prenatal Plus program case management. CDPHE will provide authorized IRIS users with notification of HCPF expectations, based on this MOU, regarding uses and disclosures of Protected Health Information, safeguarding of Protected Health Information, and Colorado Medical Assistance Program client rights under 45 C.F.R. Parts 160 and 164. HCPF will receive a copy of the notification provided to IRIS users.

4. Receipt. CDPHE’s receipt of Protected Information pursuant to the MOU shall be deemed to occur as follows, and CDPHE’s obligations under the MOU shall commence with respect to such PHI upon such receipt:

Upon disclosure of PHI by HCPF to CDPHE

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:

No Additional Restrictions on the Use of Data

6. Additional Terms. *[This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]*
 - a. Prenatal Plus information provided monthly to CDPHE: Medicaid Decision Support System data will be provided monthly to CDPHE on all potential Prenatal Plus clients. This information will be uploaded to the IRIS computer system in order to identify current Medicaid clients and to eliminate duplication. Data provided by HCPF on Medicaid clients who are *not* found to be part of the Prenatal Plus Program will be permanently deleted from any/all electronic databases by CDPHE, including the IRIS system, and all other copies are to be destroyed by CDPHE immediately upon such discovery. This action must take place within six months of the baby's due date. HCPF will provide data via FTP to a designated CDPHE employee no later than the 8th of each month.
 - b. Prenatal Plus information provided yearly to CDPHE: Medicaid Decision Support System data will be provided yearly to CDPHE on those Prenatal Plus clients (and their infants) who have paid for Program services in full or in part through Medicaid. This data will be used solely to analyze birth outcome and evaluate progress made in reducing the rate of low birth-weight babies as a result of the Program. This information is not to be distributed to any outside sources for any reason without express approval from HCPF. HCPF will provide data via FTP to a designated CDPHE employee no later than August 31 of each year.
 - c. Breast and Cervical Cancer Program information provided to CDPHE: COIN reports reflecting those enrolled in the Breast and Cervical Cancer Program will be provided to CDPHE on a regular basis, as needed or requested. These reports will include the following information: client name, client ID, CWCCI site number and name, and eligibility begin date. CDPHE will be copied on all disenrollment letters sent to clients by HCPF.
 - d. The Integrated Registration Information System (IRIS) uses the Internet to transmit information about clients on a statewide basis. IRIS restricts access to HCP, Prenatal Plus, and Family Planning data to authorized CDPHE staff members and authorized CDPHE subcontractor staff only. Prior to April 2005, CDPHE shall provide comprehensive security documentation to the HCPF Security Officer demonstrating that IRIS is compliant with the HIPAA security regulations. The provided documentation must address each HIPAA security standard/specification individually and specifically and how the IRIS system meets each requirement.