

ADE Incorporated

Application Software and Web Services Agreement

By taking steps to register and create an account in ADE Incorporated's Unum Application Software, the Customers acknowledges receipt of, and agreement to, the following Terms and Conditions:

WHEREAS, ADE is a private company providing certain proprietary application software programs known as the Unum Software Program (hereinafter the "Application Software" or "Software"), and,

WHEREAS, ADE also provides limited, web based, data hosting services on the World Wide Web (hereinafter "ADE's Web Services" or "Web Services") for use by its Customers of said Application Software; and,

WHEREAS, Customer, in order to facilitate its work with individuals participating in Customer's services (hereinafter "Customer's Clients" or "Clients"), seeks to use said Application Software programs and to use ADE's Web Services in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

1.0 ADE'S UNUM APPLICATION SOFTWARE.

1.1 *Customer use of Unum Application Software:*

This agreement provides for Customer's use of ADE's proprietary Unum software, and related components, via ADE's limited, web based, data hosting services ("ADE's Web Services") on the World Wide Web. Customer's entry of Client data into the Unum software application, in any order or in combination, will establish a Client record and provide Customer with access to all the data for that Client. Customer is at all times solely responsible for the entry and accuracy of all Client data related to Customer's use of the said Software and Web Services.

1.2 *The Unum Application Software consists of the following:*

- (a) a computer Software method of identifying, collecting, storing, and reporting specified client information; and,
- (b) a real-time capability to change, add, and customize the Unum Application Software to address the Customer's specific client management, data collection, and reporting needs.

1.3 Assistance to Customer re: Unum Application Software Program use. ADE will provide assistance and guidelines to Customer in setting up the Unum Application Software to address Customer's needs within the parameters of the Unum Application Software capabilities. This assistance will address, but is not limited to, the following matters:

- (a) identifying what client data items are to be collected by Customer.
- (b) determining how these client data items are collected in the Unum Application Software Program.
- (c) determining how the Unum Application Software Program client data collection fields are organized and presented
- (d) structuring the format and content for the generation of reports using Customer's client data.
- (e) providing training in using the Unum Application Software Program as addressed in Customer's Purchase Agreement.

1.4 Content Designation for Customer's Unum Application Software Records. Although ADE will provide assistance in setting up the Unum Application Software Program as described in Paragraph 1.3, Customer has the final authority and responsibility for the designation of the content of its Unum Application Software records, including, but not limited to, deciding what client data is collected; how that data is entered into the Unum Application Software Program; and the format and content of any reports to be generated from said data.

2.0 ADE's WEB SERVICES AND RELATED SUPPORT SERVICES.

2.1 ADE's Web Services. During the original term of this agreement and any renewal periods, but only for as long as Customer is regularly using ADE's Unum Application Software, ADE agrees to provide Customer, through the World Wide Web, the limited, web based data hosting services herein described (hereinafter "ADE's Web Services" or "Web Services"). ADE will supply and maintain at ADE's data center in the State of Michigan the heating/air conditioning, electrical power, server hardware and network infrastructure for its Web Services. While Customer's data resides on ADE's server, and subject to the provisions of this agreement and in particular the limitation of liability provisions of Paragraph 6.0, ADE will also provide technological measures, such as data encryption (SSL) for data transmission and computer server "Firewalls", in a commercially reasonable effort to restrict access to Customer's data by unauthorized users or outside third parties.

2.2 Login Access to ADE's Web Services. Upon Customer's payment of the account start-up charges (where applicable), ADE will create a Customer account and provide Customer with login access (including username and password) to the ADE's Web based applications and the UNUMAPPLICATION SOFTWARE PROGRAM. The login access will provide restricted access to Customer's data by individuals authorized and assigned identification and passwords by Customer and/or ADE. The Customer shall be responsible for securing their usernames and passwords. These restricted access procedures will be known only to ADE staff who have a need to know and anyone else similarly authorized by Customer. Lost passwords: Any replacement or change of login access information (including username and password) must be requested by a written email request to ADE.

2.3 ADE's Best Efforts to Maintain Customer's Access to ADE's Web Services. Within a reasonable time of its receipt of the payment of the account start-up charges (where applicable), or at such later time as may be mutually agreeable, ADE will make its Unum Software Application available on the Public Internet (the "Installation Date"). Thereafter, ADE will use commercially reasonable efforts, pursuant to the terms and conditions set forth in this Agreement, to make ADE's Web Services accessible to Customer via the Public Internet portion of the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance, required repairs, force majeure events and/or any other events beyond its control, and will use commercially reasonable efforts to ensure such accessibility and reasonable response times for Customer's accessing ADE's Web Services.

From time to time, effective upon notice to Customer, ADE reserves the right to reduce Customer's access to ADE's Web Services to a lesser number of hours than 24/7; but, subject to the conditions set forth above in this section, never to a number of hours less than Customer's normal business hours. In the event that Customer, in its sole discretion, determines that any such reduction in hours is incompatible with its business, Customer may elect to terminate this agreement forthwith without penalty.

2.4 Back-up of Customer Data. ADE performs a complete back-up of the Customer data to ADE's private, secure network on a nightly basis. Backups are made for data restoration purposes only. If loss of data occurs due to the culpable fault of ADE, ADE will attempt to recover the data at no charge to the Customer. If data loss occurs due to the negligence of Customer in securing its account or by an action of the Customer, ADE will attempt to recover the data from the most recent archive, at no additional cost to Customer.

2.5 Customer Support Hours. During the term of this Agreement and any renewal periods, ADE agrees to provide Customer with email support, telephone access, and electronic support through Live Chat Software to ADE's Customer Support Center during our standard support hours of **Monday through Friday, 8:30 AM – 5:00 PM (Eastern Standard Time)**, except for standard U.S. business holidays.

2.6 Application Upgrades. At its sole expense, ADE reserves the right to make modifications, including upgrades, patches, revisions or additions to either the operating system or the web server software at any time without prior notification to Customer. Should ADE offer additional optional software modules in the future that complement the Software, Customer may elect to purchase the optional software modules for an additional fee; however, there is no obligation to do so.

2.7 Non-Interference by Customer. Customer shall not circumvent or attempt to circumvent any user authentication or the security of ADE's network or accounts, nor access or attempt to access any data on ADE's server(s) or systems other than its own Client data and information which the Customer entered into the Application Software under the terms of this agreement. Customer shall not interfere with, disrupt, electronically intrude upon, probe the security of or attempt to gain unauthorized access to the data of other network users, network services or any aspect of ADE's network, servers, hard drives, or any other equipment owned, leased or used by ADE for any purpose whatsoever. Disruption includes, without limitation, using the ADE Web Services to make unauthorized entry to any other machine accessible location via and/or distributing tools designed for compromising security. Violation of the terms of this paragraph may also result in civil or criminal penalties and/or immediate suspension or termination of the account without warning or refund.

2.8 Web Services Warranties. ADE makes no representations or warranties, express or implied, with respect to the web hosting services and/or Customer's access thereto, including, without limitation, warranties of merchantability or fitness for a particular purpose. ADE does not represent or warrant that access to ADE's Web Services shall or will be completely secure or uninterrupted, or that there shall or will be no failures in the transmission of information or electronic data, or no errors or omissions in the transmission of information or electronic data, or no errors or omissions in the information or electronic data itself, or no loss of information or electronic data.

The Customer assumes all responsibility and liability for any information that the Customer places on the web hosting services regardless of whether or not that information is distributed to any other user. The Customer assumes all responsibility and liability for any damages resulting from the distribution of the information if such action results in violation of any local, state, federal or international law or regulation.

3.0 CUSTOMER EQUIPMENT AND CUSTOMER DATA.

3.1 Customer Equipment. Customer shall, at its own expense, obtain and maintain its own means of accessing ADE's Web Services and maintaining the content of Customer's Client data, including, but not limited to, all telephone, computer hardware and software equipment and services, other than those provided under this agreement. ADE will provide technical data or specifications relative to the requirements for access to the ADE server and will assist Customer in its efforts to access ADE's Web Services but ADE does not make any representations, warranties or assurances that the Customer's equipment will be compatible with the ADE Web Services.

3.2 Minimum Equipment Requirements. Customer's minimum equipment requirements for accessing ADE's Web Services and running ADE's Software are as follows:

- (a) Access device must be a desktop computer, tablet PC, portable PC, multimedia tablet device or otherwise web-enabled device featuring a modern and current web browser.
- (b) Access device display must have a minimum resolution of 1024 by 768 pixels
- (c) Access device must be connected to the Internet.
- (d) To utilize all program features, access device should feature physical input devices (i.e. keyboard, mouse)

Prior to executing this agreement, ADE will set up a demonstration of ADE's Unum Application Software to determine whether Customer's equipment is compatible with ADE's equipment requirements.

3.3 Security of Customer Data and Restricted Access Limitations. The Customer assumes all responsibility, risk and liability for any text, image, graphics or other electronic data that the Customer deposits, stores, uses and/or distributes on ADE's Web Services, including the risk of any breach in the security of same by unauthorized users or outside third parties, known or unknown. Customer shall be responsible for maintaining the security of their Client data and the User IDs issued to Customer to obtain access to ADE's Web Services and shall not disclose either or allow them to be disclosed to any person or entity or other third party. Customer shall limit access to and use of the Unum Application Software and Web Services to its authorized agents and employees and shall not authorize or allow any person to use same other than for Customer's business purposes, and shall not resell or otherwise generate income by providing access to the services to any other person or entity. If Customer permits or allows other persons or entities to access the services, Customer shall defend, indemnify, and hold harmless ADE from and against all liabilities and costs (including reasonable attorneys' fees and litigation expenses) arising from any and all claims from any such users and/or any and all claims from any of Customer's clients in connection with the services, regardless of the form of action, whether in contract, tort (including ADE's active or passive negligence)

warranty, or strict liability. However, Customer shall have no obligation to indemnify and defend ADE against claims for direct damages to real or tangible personal property, or for bodily injury or death, proximately caused by ADE's negligence.

3.4 Customer's Ownership of Data. Except as provided in Paragraph 5.5 regarding statistical analysis, as between ADE and Customer, Customer shall retain all right, title and interest in its Client Data. ADE considers Customer's Client data to be Customer's personal property. As a policy, ADE does not examine Customer's Client data except at Customer's request and only for the purposes of providing technical support with regard to said data.

3.5 Statistical Analysis. Anything herein to the contrary notwithstanding, ADE reserves the right to perform aggregate statistical analysis of the Unum Application Software data, including assessment data, from time to time and Customer hereby acknowledges and agrees to same. ADE does this statistical analysis in order to measure and improve the effectiveness of ADE's assessment instruments and the Client Unum Application Software.

3.6 Return of Customer's Data upon Termination. Upon the termination of this agreement for whatever reason, and after the payment of all fees called for herein, ADE will use commercially reasonable efforts to assist Customer in the transfer and download, at a mutually agreed time, of the Customer's data to a computer system designated in writing by Customer which is capable of receiving said data in the format and file structure in which it is then being maintained on ADE's computer system. Upon the earlier of: (a) the receipt of written notice from Customer authorizing a specific date for the permanent deletion of all of Customers' data from ADE's database and computer system; or, (b) after the expiration of sixty (60) days from the date Customer's data was downloaded and returned to Customer after the termination of this agreement for any reason; or (C) after the expiration of ninety (90) days after termination of this agreement for any reason, ADE shall be deemed released from any further obligation with respect to the storage and/or maintenance of Customer's data on ADE's computer system and ADE shall then and there permanently delete all of Customer's data from its database and system.

4.0 LIMITATION OF LIABILITY. Anything herein to the contrary notwithstanding, neither ADE, nor its officers, directors, agents, or employees represent or warrant that ADE's Web Services will not be interrupted or error free or that ADE's Web Services will be secure or free from any breach in security by unauthorized users or outside third parties, known or unknown. ADE shall not be held liable for any damage that Customer may suffer arising out of use, or inability to use, the services provided hereunder unless such damage is caused by the intentional act of ADE. ADE shall not be liable for unauthorized access by third parties to Customer's transmission facilities or premise equipment or for unauthorized access to or alteration, theft, loss or destruction of Customer's network systems, applications, data files, programs, procedures, or information through accident, fraudulent means or devices, or any other method. ADE, its officers, directors, agents, or employees shall not be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use ADE's Web Services; or any such damages that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to either ADE's or Customer's data, records, programs or services. Customer acknowledges that this paragraph shall apply to all of Customer's content on ADE's Web Services.

ADE's sole liability to Customer for any loss, liability or damage, including attorney's fee, for any claim arising out of or related to this agreement, any exhibit or the services provided, regardless of the form of actions, shall be limited to Customer's actual direct out-of-pocket expense which are reasonably incurred by Customer and shall not exceed the amount of the fees actually paid to ADE by Customer under this agreement during the six (6) months immediately preceding the date on which such claim accrued. In no event shall ADE be liable to Customer or any third party for lost profits, lost data, consequential, special, incidental, or punitive damages, however arising out of or related to this agreement, regardless of the basis of the claim.

5.0 WEB SERVICES INTERRUPTIONS & CREDIT TO CUSTOMER'S ACCOUNT.

5.1 *Web Services Interruptions.* Customer agrees to notify ADE immediately if Customer suspects the ADE Web Services are unavailable due to a fault of ADE. Customer agrees to provide reasonable information as requested by ADE for proper diagnosis and repair and for proper calculation of any applicable credit to Customer's account. If ADE, in reviewing the Scheduled Available Time for each calendar month, determines that ADE's Web Services are not available during the time in question, ADE will credit Customer's account as follows: Customer's average hour charge, defined as the average monthly number of new client records created during the prior six month period multiplied by Ten (\$10.00) Dollars, and divided by 160 hours, will be applied to the time of non-availability [no less than Ten (\$10.00) Dollars], the resulting amount will be credited to Customer's next invoice. This credit shall be for future use only and shall not entitle Customer to a refund of previously paid fees. ADE's records and data shall be the basis for all credit calculations and determinations. The maximum amount of credit under this section shall not exceed Customer's average monthly usages for the prior six months, which absent any credit, would have been charged to Customer for each new client record. Remedies set forth in this section shall constitute Customer's sole remedies for any Web Services Interruptions.

5.2 *Events Ineligible for Account Crediting.* No credit will be applied to Customer's account as a result of (a) unavailability due to Scheduled Maintenance or required repairs; (b) periods of unavailability during which Customer's account is not in good financial standing or Customer is in violation of this Agreement; (c) force majeure events and/or any other events beyond ADE's control including, without limitation, acts of any governmental body, extended unavailability of Public Utility Service or unavailability or delay in telecommunications, or third party Internet Service Providers; or (d) Customer's misuse of the ADE's Software or Web Services.

6.0 CONFIDENTIALITY.

Each Party acknowledges that it and its employees or agents may, in the course of performing the services or satisfying its obligations hereunder, be exposed to or acquire information which is proprietary to or confidential to the other Party, its employees or clients. Any and all information of any form obtained by a Receiving Party or its employees in the performance of the services or obligations hereunder shall be deemed to be the confidential and proprietary information of the Disclosing Party. The Receiving Party agrees to hold such information in strict confidence and not to copy, reproduce, or disclose whatsoever other than pursuant to the terms and conditions set forth in this Agreement and to advise each of its employees and agents of their obligations to keep such information confidential.

All such confidential and proprietary information described herein, in whatever form, is hereinafter collectively referred to as "Confidential Information", provided that Confidential Information shall exclude all information, which (a) is at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission of the other party, its employees or clients, or (b) was in the other party's possession as shown by written records prior to the disclosure and had not been obtained by such party either directly or indirectly from the disclosing party; (c) is hereafter disclosed to the other party by a third party who did not acquire the information directly or indirectly from the disclosing party hereunder; (d) was independently developed by the other party without use of the Confidential Information, as evidenced by written records, or (e) was required by law to be disclosed, but only to the extent and for the purposes of such required disclosure.

The Receiving Party shall promptly advise the Disclosing Party immediately in the event the Receiving Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and the Receiving party will at its expense cooperate with the Disclosing Party in seeking injunctive or other equitable relief against any such person.

7.0 WARRANTY OF TITLE.

7.1 ADE'S Ownership. ADE hereby represents and warrants to Customer that ADE is the owner of the Software or otherwise has the right to grant to Customer the rights set forth in this Agreement. As Customer's sole remedy, in the event any breach or threatened breach of the foregoing representation and warranty, ADE Incorporated shall, at its option, either: (i) procure, at ADE's expense, the right for Customer to use the Software, (ii) replace the Software or any part thereof that is in breach with Software of comparable functionality that does not cause any breach.

7.2 No Transfer of Title. This limited license and web based service agreement confers no title or ownership in either the Unum Application Software or the Web Services and is not a sale of any rights in the Software or the Web Services. The Application Software and the Web Services are owned by ADE and are protected by copyright law and international copyright treaty. In performance of this Agreement, ADE and its personnel are acting as independent contractors and not as employees or agents of Customer.

8. LIMITED WARRANTY STATEMENT.

Except as expressly stated in this Agreement, ADE makes no representation, guarantees or warranty of any kind whatsoever, express or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by ADE and excluded from this Agreement. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ADE HAS BEEN ADVISED IN WRITING OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ADE'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO CUSTOMER'S AVERAGE MONTHLY USAGE PAID BY CUSTOMER DURING THE PAST SIX MONTHS PRECEDING THE DATE OF THE INCIDENT THAT GAVE RISE TO THE CLAIM.

9. TERM OF AGREEMENT.

This agreement shall begin upon Customer's acknowledgement of the Terms of Use for the Unum Software application, and continue in force until such time it is terminated by either party. This agreement may be terminated by either of the parties upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligation already incurred for performance or failure to perform prior to the date of termination.

10. APPLICABLE LAW.

The laws of the State of Michigan shall govern this agreement.

11. NON-WAIVER. The waiver by either party of any default or breach under this Agreement shall not constitute a waiver of any subsequent default or breach of the same or of a different kind.

12. ENTIRE AGREEMENT.

This Agreement and the attached Addendums and Exhibits, if any, shall constitute the entire agreement between Customer, and ADE with respect to the subject matter hereof and there are no representations, understandings or agreements that are not fully expressed in this Agreement. In the event of a conflict between the terms of any Addendum or Exhibit and this Agreement, unless expressly stated otherwise in the Addendum or Exhibit, this Agreement shall control. This Agreement supersedes any prior oral or written

statements, agreements, or representations. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced. In the event that one or more of the provisions of this Agreement shall be found illegal or unenforceable, then such provisions shall be deemed struck and other provisions of this Agreement shall remain in full force and effect.

13. ADVERTISING. ADE may use the name of and identify Customer as an ADE customer, in advertising, publicity, or similar materials distributed or displayed to ADE's prospective customers.

14. NON-ASSIGNMENT. Customer shall not assign, without the prior written consent of ADE, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.

15. FORCE MAJEURE. Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, sabotage, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

16. NOTICE. Any notice provided pursuant to this agreement shall be in writing and shall be deemed given (i) if by hand or overnight delivery, upon receipt thereof, (ii) if by mail, seven (7) days after a properly addressed piece is deposited in the United States mails, postage prepaid, certified mail, return receipt requested, or (iii) if by facsimile transmission, upon electronic confirmation thereof. Signatures on a copy of this Agreement or other documents provided pursuant to this Agreement transmitted by facsimile machine shall be binding on the parties and of the same legal effect as original signatures. All notices shall be addressed as provided below after the signatures of the parties, or such other address as either party may in the future, consistent with this Section, specify in writing to the other. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provisions of this Agreement, such action shall not be unreasonably delayed or withheld.

17. USE OF EMAIL ADDRESSES. In the use of the Unum Software Application Customers may have access to email addresses of Clients and professional colleagues with a stake in said Client's record. The Customer agrees that he will not use these email addresses for marketing services, soliciting services, or for any other purpose other than the designed purposed of this Unum Application Software feature.

18. COSTS FOR APPLICATION SOFTWARE AND WEB SERVICES.

18.1 *Cost per Client Record.* Customer will be charged and agrees to pay Thirteen Dollars (\$13.00) for each unique client record Customer sets up in ADE's Unum Application Software.

18.2 *Custom Reporting.* The Cost per Client Record Fee as described in paragraph 18.1 includes pre-developed reports. Additional custom reports will be created with Customer's assistance and at the Customer's direction, at the rate of One Hundred Dollars (\$100.00) per hour.

18.3 *Additional Program Development.* Subsequent to the effective date and completion of the adaptation of the Unum Application Software to meet the Customer's needs as determined in Paragraph 1 of this agreement, and at the Customers' direction and with the Customer's assistance, ADE may provide additional program development at the rate of One Hundred Dollars (\$100.00) per hour.

18.4 *On Site Training.* On-Site Training, if any, will be performed at Customer's site by such employees as ADE, in its sole discretion, may select. Charges for aid training, if any, will be agreed upon between parties in writing before such training is scheduled.

18.5 *Notification of Pricing Changes.* ADE will notify Customer of any pricing changes at least thirty (30) days prior to any price change taking effect.

19. PAYMENT TERMS

19.1 *Time of Payment.* Payment shall accompany the invoice provided by ADE based on Customer's usage of the Unum Application Software, and is due within 30 days of the invoice date.

19.2 *Method of Payment.* Payment may be made with personal check (provided that no personal check is ever returned by the bank for non-payment), U.S. Postal Money Order, or valid credit card. Once the bank has returned any personal check for non-payment, payment by U.S. Postal Money Order or valid credit card will be required thereafter.

19.3 *Delinquent Account.:* In addition to any other remedies in law or equity, ADE may, at its option and where permissible by law, elect to terminate this Agreement and restrict Customer's access to the application software and web services for failure to pay any amounts on Customer's account which are past due by more than sixty (60) days.

4. *Taxes:* Customer will be responsible for any current and future State Sales, excise or any other tax, federal, state or local, which might be levied for ADE's services under this agreement.

APPENDIX



Georgia Department of

**BEHAVIORAL HEALTH and
DEVELOPMENTAL DISABILITIES**

DBHDD

Creation: 1/7/2015
Last Reviewed: 3/31/2015
Last Revision: 3/31/2015
Next Review: 3/30/2017
Owner: Betty Bentley Watson: Privacy Officer
Chapter: Information Mgmt & Information Technology
Section: HIPAA Privacy and Security

Authorization for Release of Information (ROI) Forms, 23-110

APPLICABILITY

State laws and regulations on confidentiality of mental health, developmental disabilities, and addictive disease information, as well as other health information, govern the Department of Behavioral Health and Developmental Disabilities (DBHDD) and its facilities, as defined herein. DBHDD is also a "covered entity" as defined in, and as governed by, the Health Insurance Portability and Accountability Act of 1996 and its regulations (HIPAA).

This policy is therefore applicable to any facility or program that is a part of DBHDD, including the state office, regional offices, state operated DBHDD hospitals and any state operated community programs. All employees, agents, trainees, volunteers and contractors of DBHDD shall abide by federal and state laws and regulations regarding confidentiality, relevant DBHDD policies and procedures, and all federal laws regarding the disclosure and use of confidential and protected health information. DBHDD providers, as defined herein, who are under contract or have a letter of agreement with DBHDD through DBHDD and its Regional Offices have an independent duty to follow state confidentiality laws; if they are also covered entities under HIPAA, they have an independent duty to follow HIPAA and its regulations. If they also conduct business functions on behalf of DBHDD, they are also business associates of DBHDD and must comply with applicable provisions of the HIPAA through a Business Associate Agreement with DBHDD.

POLICY

Confidential medical records and other protected health information may be requested by individuals who have received services or by other parties. Protected health information about individuals may be disclosed on the basis of a valid authorization signed by an individual who has capacity to sign, or by a person authorized by law to sign for the individual. DBHDD has an official form Authorization for Release of Information that meets the requirements of the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (HIPAA). The official form is to be utilized when DBHDD is requesting that an individual or authorized person sign an authorization for release of information. When an individual is requesting release of information of records from a DBHDD state owned or operated facility, the official form should be utilized.

When there is a regular or frequent need for Authorization for Release of Information for a certain type of transaction, such as for the DUI Intervention Program, DBHDD can create an official authorization form that is partially completed (for instance, stating the recipient of information, the purpose of the disclosure, etc.). Staff may request that such a specific-use Authorization form be created and placed in this Policy for ease of access and use.

Authorization forms that are not official DBHDD forms included in this policy must be reviewed for compliance with HIPAA; staff should contact the hospital attorney, an attorney in the DBHDD Office of Legal Services, or the DBHDD HIPAA Privacy Officer for assistance.

DEFINITIONS

Authorization - Permission by an individual or a person legally authorized to consent on the individual's behalf, to the release or use of protected health information relating to the individual.

Disclosure - The release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information. Disclosure includes the affirmative verification of another person's communication of individually identifiable health information, or the communication of any information from the record of an individual who has been identified. "Release" also means disclosure, for purposes of this policy.

Individually identifiable health information - Any information, including demographic information collected from an individual, that is (1) created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or 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 identifies the individual, or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual. Individually identifiable health information contains some or all of the following identifying elements:

- Name
- All address information
- Zip codes
- E-mail addresses
- Dates (except year) directly related to an individual, including dates of birth, admission, discharge, death
- Age, if over 89 years
- Telephone numbers
- Fax numbers
- Social Security number
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate numbers
- License numbers
- Device identifiers
- URLs
- IP addresses
- Facial photographs

- Biometric identifiers
- Any other unique identifying number, characteristic, or code

Protected Health Information - All individually identifiable health information (e.g., name, diagnosis, medical record number, billing information, etc.) that is transmitted or maintained by a covered entity in any form or medium, including orally. See "individually identifiable health information," above. Protected health information excludes education records covered by the Family Educational Rights and Privacy Act (FERPA) and employment records held by DBHDD in its role as employer. Protected health information also excludes information regarding an individual who has been deceased for more than 50 years; however, such information remains confidential and private under state law and under federal laws protecting confidentiality of alcohol and drug abuse patient records, and may not be disclosed without authorization or a legal exception to confidentiality.

Provider - Organizations or persons approved to serve individuals with mental illness, developmental disabilities and/or addictive diseases, wherein those services are financially supported in whole or in part by funds authorized through DBHDD. Providers typically have a contract or letter of agreement with DBHDD. (NOTE: For purposes of this policy, the term "provider" means only those entities which have contracts, letters of agreement or other legal or funding arrangements with DBHDD. See the separate and more general definition for "health care provider" as that term is used in this policy.)

Records - Any information, whether recorded or not, received or acquired in connection with an individual's treatment or services. "Records" includes administrative and other documentation (such as incident reports) that relates to and identifies an individual, regardless of whether it is part of the individual's clinical record.

Release - See definition of "disclosure."

PROCEDURES

A. Below is the list of Authorization for Release of Information Forms based on their specific purposes:

1. **Standard Authorization for Release of Information (Attachment A).**
2. Driving Under the Influence (DUI) Intervention Program authorizations:
 - a. **Authorization for Release of Information for DUI Intervention Program to Provider (Attachment B1).**
 - b. **Authorization for Release of Information to DUI Intervention Program (Attachment B2).**
3. **Georgia Health Information Network (GaHIN) Authorization (Attachment C).** For additional information, please see [Georgia Health Information Network \(GaHIN\) 23-109](#).

B. Staff who have identified a regular or frequent use of the official standard Authorization for Release of Information form may request development of a specific-use authorization form by contacting [PolicyQuestions](#), the DBHDD HIPAA Privacy Officer, an attorney in the DBHDD Office of Legal Services, or their local HIPAA Coordinator.

- C. All official DBHDD specific-use authorization forms must be included in this policy. Staff will be instructed to access the form from this Policy or print copies from this Policy for regular use.
- D. In all cases, whether authorization is documented on a DBHDD form or a form prepared elsewhere (such as by the individual's attorney), disclosure of protected health information will comply with DBHDD policies and applicable state and federal laws and regulations.

LEGAL REFERENCES

42 United States Code Annotated, 290dd-2

42 C.F.R. Part 2

45 C.F.R. § 164.508.

Official Code of Georgia Annotated §§ 37-3-166 (Mental Illness); Chapter 4 of Title 37; 37-4-125 (Developmental disability); Chapter 7 of Title 37; 37-7-166 (Substance Abuse)

Rules and Regulations of the Department of Human Resources, Chapter 290-4-6, "Patients' Rights"; and Chapter 290-4-9, "Clients' Rights."

RELATED POLICIES

[HIPAA and Confidentiality - All Policies, 23-000](#)

[Confidentiality and HIPAA, 23-100](#)

[Notice of Privacy Practices, 23-101](#)

[Confidentiality and HIPAA Privacy Complaints, 23-103](#)

[Disclosure of Confidential and Protected Health Information, 23-106](#)

[Confidentiality and HIPAA Practices Involving Business Associates, 23-107](#)

[Rights of Individuals regarding their Confidential and Protected Health Information, 23-105](#)

[Georgia Health Information Network \(GaHIN\), 23-109](#)

Attachments:

A: Standard Authorization for Release of Information 3/31/2015

A: Standard Authorization for Release of Information PDF-FF- (8/15/2016)

B1: Authorization for Release of Information for DUI Intervention Program to Provider

B2: Authorization for Release of Information to DUI Intervention Program

C: Georgia Health Information Network (GaHIN) Authorization

Approval Signatures

Approver	Date
Joetta Prost, Ph.D.: DBHDD Policy Director	3/31/2015
Betty Bentley Watson: Privacy Officer	3/30/2015
Joetta Prost, Ph.D.: DBHDD Policy Director	3/30/2015

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