



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made on _____, 200__, between Humility of Mary Health Partners d/b/a _____ (“Covered Entity”) and _____ (“Business Associate”).

The Business Associate is providing _____ services (“Services”) for, or on behalf of, the Covered Entity and will have access to Protected Health Information. This Agreement is intended to ensure that the Business Associate uses and/or discloses the Protected Health Information in accordance with the Privacy Rule.

[] Check this box if the Services are being provided pursuant to an underlying written contract between the parties. The underlying contract is entitled _____, dated _____. If the terms of this Agreement conflict with the terms of the underlying contract dealing with the privacy of patient health information, the terms of this Agreement shall control.

HIPAA requires the Covered Entity and the Business Associate to enter into a contract containing specific requirements to protect the confidentiality and security of patients protected health information as set forth in 45 CFR Parts 160 and 164.

Now therefore, in exchange of the mutual promises contained herein, the parties agree as follows:

1. Definitions

The “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy Rule.

2. Business Associate’s Obligations

- a. The Business Associate may use or disclose Protected Health Information to provide the Services (as defined earlier in this Agreement) to the Covered Entity, if such use or disclosure would not violate the Privacy Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- b. The Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.
- c. The Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality,

integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

- d. The Business Associate agrees to report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement or in violation of this Agreement, or any security incident, of which it becomes aware.
- e. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply to the Business Associate under this Agreement, including but not limited to the restrictions in Section 2(c).
- f. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- g. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
- h. Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information.
- i. Business Associate agrees to provide to the Covered Entity or an Individual, in time and manner specified by the Covered Entity, information collected in accordance to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information.
- j. The Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendments to the Protected Health Information.
- k. The Business Associate agrees to make available Protected Health Information when requested by the Covered Entity to provide access to an Individual.

3. Covered Entity's Obligations

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of permission by an Individual to use or disclose Protected Health

Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

- c. The Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to under the Privacy Rule, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

4. Term and Termination

- a. The Agreement is effective on the date first above written and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is returned to the Covered Entity or destroyed.

Upon termination of this Agreement, the Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

In the event that Business Associate determines that returning or destroying the information is infeasible, it shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon notice that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

- b. Upon the Covered Entity's knowledge of a material breach by the Business Associate, Covered Entity may immediately terminate this Agreement.

This Agreement was signed by the parties and made effective on the date first above written.

Covered Entity: Humility of Mary Health Partners

By: _____

Title: _____

Business Associate:

By: _____

Title: _____