

THE INFORMATION CENTER, INC. BUSINESS ASSOCIATE AGREEMENT

VENDOR INFORMATION

Agency Name: _____ Federal ID or SSN: _____

Address: _____

President/Executive Director: _____

Type of Agency: _____ Public _____ Private _____ Non-profit _____ Profit _____ Government

This agreement is made as of (Month/Day) _____, (Year) _____ between _____

_____, hereinafter referred to as "Business Associate", and The Information Center, Inc. (hereinafter referred to as "Covered Entity"), located at 20500 Eureka Rd., Suite 110, Taylor, MI 48180.

RECITALS:

WHEREAS, the Department of Health and Human Services, in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), has developed standards to protect the security, confidentiality and integrity of health information and has issued regulations modifying 45 CFR Parts 160 and 164 ("HIPAA Privacy Rule") as amended by subtitle D of the Health Information for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5); and

WHEREAS, the Parties have entered into an agreement whereby Business Associate will provide certain services to Covered Entity ("Underlying Agreement"), and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of HIPAA and to protect the interests of both Parties.

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information ("PHI") other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information ("ePHI"), to prevent use or disclosure of PHI other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. In the event of an actual or potential Breach of Unsecured Information, Business Associate agrees that it will immediately report the actual or potential Breach to the Covered Entity, and in no event will it fail to report the actual or potential Breach within ten (10) business days after it is known or, by exercising reasonable diligence, would have been known, by Business Associate. Business Associate shall include in its initial report to Covered Entity: (a) the identification of each individual whose information may have been accessed, acquired, used or disclosed as a result of the Breach; a description of what happened, including the date of the Breach and the date of the discovery of the Breach; (c) a description of the types of Information that were involved in the Breach; (d) steps Individuals may take to protect themselves from potential harm resulting from the Breach and, (e) a description of what the Business Associate is doing to investigate the Breach, mitigate harm to Individuals, and protect against future Breaches. Business Associate shall promptly provide updated reports to Covered Entity as additional information is obtained or developed.

Business Associate shall assist Covered Entity as requested to provide notification to affected Individuals and, if requested by Covered Entity, Business Associate agrees to provide a toll-free number, e-mail address, Web site, or postal address for Individuals to ask questions or learn additional information about the Breach. Business Associate shall also assist Covered Entity with notifications to the Secretary and the media, if required in accordance with 45 CFR 165.408 and 45 CFR 165.404, but shall not provide such notifications itself unless instructed to do so in writing by Covered Entity. Business Associate agrees to be responsible for all costs related to the Breach, including any and all direct, indirect, and internal costs incurred by Covered Entity.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available PHI in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524. Such information shall be provided to Covered Entity within ten (10) business days of a request by Covered Entity. In the event an Individual makes a request directly to Business Associate for access to PHI, Business Associate shall, within five (5) business days, forward such request to Covered Entity;

(f) Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to Covered Entity within ten (10) business days after the receipt of such a request from Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528, and forward all such requests received directly from Individuals to Covered Entity within five (5) business days after receiving such requests;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement. Business Associate is also authorized to use PHI to fully de-identify the information in accordance with 45 CFR 164.514(a)-(c), using the Safe Harbor de-identification method prescribed in 45 CFR 164.514(b)(2).

(b) Business Associate may use or disclose PHI as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity with the exception of the Business Associate's use or disclosure of PHI as permitted in the Agreement for data aggregation or management and administrative activities of Business Associate.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the Effective Date shown above, and shall terminate on the Termination Date of the Underlying Agreement, or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has breached a material term of the Agreement. Alternatively, Covered Entity may, at its sole discretion and upon terms established by Covered Entity at the time the violation is determined, provide Business Associate with an opportunity to cure the violation. If Business Associate is offered an opportunity to cure the breach and fails or refuses to do so within the time provided and under the specified conditions, Covered Entity is authorized to terminate this Agreement.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
6. Ensure the proper retention, return, and destruction of PHI created, received, or maintained by subcontractors under terms and conditions substantially similar to those set forth in the preceding paragraphs 1 - 5.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Injunctive Relief

Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this BAA would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

Indemnification

Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, agents, and subcontractors, from any and all claims, penalties, fines, costs, liabilities, or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate, or any of Business Associate's subcontractors, of the obligations under this Agreement.

Third-Party Rights

The terms of this Agreement do not grant any rights to any third parties.

Independent Contractor Status

For purposes of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.

Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- (d) Amendment. The Covered Entity may amend the Agreement from time to time by posting an updated version of the Addendum on the Agency's website at: <http://www.theinfocenter.info>, and providing the Business Associate electronic notice of the amended Agreement. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Covered Entity of its non-acceptance within 30 days of the Covered Entity's notice referenced herein. Any agreed alteration of the then current Agreement shall have no force or effect until the agreed alteration is reduced to a contract amendment and signed by the Covered Entity and the Business Associate.

SIGNATURES

THE INFORMATION CENTER

VENDOR AGENCY

Signature of TIC Representative

Signature of Vendor Agency Representative

Edward D'Angelo

Printed Name

Printed Name

President & CEO

Title

Title

Date

Date