

Business Associate Contract

This contract is entered into this ___ day of _____, 20___ by and between _____ (ENTER BUSINESS ASSOCIATE NAME), herein after referred to as “BUSINESS ASSOCIATE” or “BA”, and North Iowa Community Action Organization Inc., herein after referred to as “NICAO”. The term of this contract shall commence on the ___ day of _____, 20___ and shall expire when all the information provided by NICAO to BA is destroyed or returned to NICAO pursuant to item number nineteen.

WHEREAS, NICAO will make available and/or transfer to BA confidential, personally identifiable health information.

AND

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8] and the terms of this Contract, or more stringent provisions of the law of the State of Iowa;

NOW THEREFORE, the parties agree as follows:

1. NICAO shall provide to BA an external exhibit, entitled North Iowa Community Action Organization Notice of Privacy Practices; that lists and explains any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of “Protected Health Information” or “PHI.”
2. NICAO will send PHI to BA in NICAO’s role as a covered entity. NICAO may also send PHI in its role as a business associate of another covered entity. This agreement covers all such exchanges fully and equally.
3. BA agrees that it shall not receive, create, use or disclose PHI except as follows:
 - If necessary for the proper management and administration of BA or to carry out legal responsibilities of BA. PHI may only be disclosed to another person/entity for such purposes if:
 - Disclosure is required by law; or
 - Where BA obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure;
 - Where BA shall not use or further disclose PHI other than as permitted or required by the contract or law; and
 - Person agrees to notify BA of any breaches of confidentiality;
 - To permit BA to provide data aggregation services relating to the health care operations of NICAO.

4. BA and NICAO agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
5. BA agrees that it shall utilize physical, administrative and technical safeguards to ensure that PHI is not used or disclosed in any manner inconsistent with this Business Associate Contract. Such safeguards shall include, but not be limited to: 1) establishing policies and procedures to ensure that any employee of BA who does not have a reasonable need for the PHI in order to accomplish an authorized use of disclosure is not given access to such information and that all employees of BA whose services may be used to fulfill obligations under the Business Associate Contract are appropriately informed of the terms of this Business Associate Contract and 2) disclosing to any agent, subcontractor or other third party and requesting from NICAO only the minimum PHI necessary to accomplish the intended purpose of the use, disclosure or request.
6. BA will establish and maintain appropriate administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of NICAO.
7. BA agrees that it shall immediately report to NICAO any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach. BA shall indemnify NICAO and agrees to hold NICAO harmless from and against any and all losses, expense, damage or injury that NICAO may sustain as a result of, or arising out of, BA, or its agent's or subcontractor's, including failure to perform its obligations under this business associate contract, or as a result of the BA's negligence or willful misconduct in its performance of its duties under this business associate contract.
8. BA acknowledges and agrees that it is directly subject to the Privacy and Security Rules and will incorporate the requirements of breach notification applicable to BAs. This includes:
 - Comply with all applicable requirements of the Privacy Rule and all requirements of the Security Rule with respect to electronic PHI.
 - Comply with the Privacy Rule's provisions governing the covered entity when acting to fulfill the covered entity's Privacy Rule obligations (such as preparing or distributing NPPs or notices to breaches of the security affecting their PHI).
 - Comply with the Privacy and Security Rules specifications with any subcontractors that create or receive PHI on behalf of a business associate.
 - Report to NICAO any breach of "unsecured" PHI immediately.
9. BA will establish a breach assessment and notification process according to the requirements of the HIPAA Omnibus Rules.
10. BA should be aware of section 13401 of the American Recovery and Reinvestment Act of 2009; Application of Security Provisions and Penalties to Business Associates of Covered Entities; Annual guidance on Security Provisions, that cover criminal and/or civil charges for violations of Security and Privacy rights.

11. BA should be aware of section 13404 of the American Recovery and Reinvestment Act of 2009; Application of Privacy Provisions and Penalties to Business Associates of Covered Entities, criminal and/or civil charges for making use or disclosures of protected health information that do not comply with the terms of the business associate contract.
12. BA that uses subcontractors or agents to fulfill obligations set forth in this Business Associate Contract will provide sufficient privacy and compliance training to subcontractors or agents for procedures on PHI breach notification or other violations to NICAO.
13. BA will allow NICAO to perform periodic audit of records of the BA for compliance with the terms of this Business Associate Contract.
14. BA shall carry comprehensive general liability insurance.
15. BA shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior written notice within 30 days to NICAO of any subcontractors or agents who are to be given access to PHI. (BA to complete the Business Associate Notification of Subcontractor Access to PHI form and mail to NICAO)
16. BA shall make all PHI and related information in its possession available as follows:
 - To the individual or his/her personal representative or to NICAO, to the extent necessary to permit NICAO to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524;
 - To the individual or his/her personal representative or to NICAO, to the extent necessary to permit NICAO to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528.
 - To any other party designated in writing by NICAO to fulfill NICAO's obligations.
17. BA shall make PHI available to NICAO to fulfill NICAO's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by NICAO, incorporate any amendments or related statements into the information held by BA and any subcontractors or agents.
18. BA agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of NICAO available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.
19. Upon termination of this Contract, BA agrees, at the option of NICAO, to return or destroy all PHI created or received from or on behalf of NICAO. BA agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, BA agrees to provide NICAO with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, BA agrees to extend the protections of this Contract to such information for as long as it is

maintained. Termination of this Contract shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

20. The PHI and any related information created or received from or on behalf of NICAIO are and shall remain the property of NICAIO. BA agrees that it acquires no title in or rights to the information, including any de-identified information.
21. Any non-compliance by BA with the terms of this Contract or the privacy regulations shall be a breach of this Contract. BA agrees that NICAIO has the right to immediately terminate this Contract and seek relief, including the right to contract for replacement service through another entity at the same cost, with BA responsible for paying any difference in cost, if NICAIO determines that BA violated a material term of the Contract.
22. Notwithstanding any rights or remedies under this Contract or provided by law, NICAIO retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by BA any of its subcontractors or agents, or any third party who has received PHI from BA .
23. This Contract shall be binding on the parties and their successors, but neither party may assign the Contract without the prior written consent of the other, which consent shall not be unreasonably withheld.
24. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Contract.
25. Any ambiguities in this Contract shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Contract. Any other amendments to this Contract shall not be effective without the written agreement of both parties.
26. Any notice to the other party pursuant to this Contract shall be deemed provided if sent by first class United States mail, postage prepaid.
27. DEFINITIONS: The following terms shall have the definitions as defined in the HIPAA Rules:
 - Business Associate: “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].
 - Covered Entity: “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Covered Entity].
 - HIPAA Rules: “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164
 - Protected Health Information: Protected Health Information ("PHI") means individually identifiable information received from or on behalf of North Iowa Community Action Organization Inc. (NICAIO) relating to the past, present or

future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for the provision of health care provided to an individual, as more fully defined in 45 CFR § 164.501, and any amendments thereto

28. IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set forth beneath their respective signature.

BUSINESS ASSOCIATE
<Add address>

COVERED ENTITY

North Iowa Community Action Organization
PO Box 1627, Mason City, IA, 50402
(Use this address for any notices)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____