

BUSINESS ASSOCIATE AGREEMENT

This agreement is made effective the ___ day of _____, 2015 by and between Greater Lynn Senior Services, Inc. (GLSS), Inc. (hereinafter referred to as “the Covered Entity”) and (Name and address of Business Associate) (hereinafter referred to as “the Business Associate”) for the purpose of (purpose of the use or disclosure).

To perform this function, the Business Associate is in need of or has access to specific consumer information, all of which constitutes Protected Health Information (PHI). The Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to the Business Associate pursuant to the (purpose of the use or disclosure) in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended through March 26, 2013 and the regulations promulgated thereunder by the U. S. Department of Health and Human Services (the “HIPAA Rules”) and other applicable laws.

The purpose of this Agreement is to satisfy certain standards and requirements of the HIPAA Privacy Regulations, including, but not limited to, Title 45, Section 164.504 (e) of the Code of Federal Regulations (“C.F.R.”), as the same may be amended from time to time.

Definition of Terms:

For the purpose of this agreement the following definitions of terms apply:

- “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 (name of Business Associate)
- “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 Greater Lynn Senior Services, Inc.
- “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- “Disclosure,” with respect to Protected Health Information (PHI), shall mean the release, transfer, provision of access to, or divulging in any manner of PHI outside the entity holding the PHI.
- “Consumer” shall mean the person who is the subject of the Protected Health Information.
- “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium that relates to the past, present or future physical or mental health condition of a consumer; the provision of health care to a consumer; or the past, present or future payment for the provision of health care to a consumer.
- Under this agreement, PHI is any information that identifies the consumer or, with respect to which, there is reasonable basis to believe the information can be used to identify the consumer.

Privacy Protection:

To protect privacy and provide for the security of PHI the Business Associate agrees to the following:

1. The consumer information being provided is to be used for the purpose of (purpose of the use or disclosure) for the Covered Entity. This information is not to be used for any other purpose than that which is listed in this agreement. The Business Associate agrees not to use or disclose information other than as permitted by this agreement or as required by law.
2. The Business Associate is permitted to use and disclose protected health information for proper management and administration or to carry out its legal responsibilities if the disclosure is required by law, or if the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person. Furthermore, the person must notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
3. All uses, disclosures, and requests for PHI must be made in accordance with the “minimum necessary rule;” that is, limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.
4. The Business Associate may not use or disclose protected health information in a manner that would violate HIPAA rules if done by the Covered Entity [if the Agreement permits the business associate to use or disclose protected health information for its own management and administration and legal responsibilities or for data aggregation services as set forth in optional provisions (e), (f), or (g) below, then add “, except for the specific uses and disclosures set forth below.”]
5. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent the use or disclosure of PHI other than as provided for by the Agreement.
6. Report to the Covered Entity within three (3) business days 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. Included in the report to the covered entity shall be the following: (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification, (ii) the unauthorized person who used the protected health information or to whom the disclosure was made, (iii) whether the protected health information was actually acquired or viewed, and (iv) the extent to which the risk to the protected health information has been mitigated.
7. 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.
8. The Business Associate agrees to develop and implement a system of sanctions for any employee, subcontractor, or agent who violates this agreement of the Privacy regulations.

9. Should any consumer, who is the subject of the healthcare information, request to view the information, the information is to be provided to the Individual by the Business Associate in accordance with the provisions of the HIPAA Privacy Regulations, 45 CFR § 164.524, with same day notification to the Covered Entity.
10. The Business Associate must make available PHI to an Individual for amendment and incorporate any amendments to PHI in accordance with the HIPAA Privacy Regulations, 45 CFR § 164.526.
11. The Business Associate must make available the information required to provide an accounting of unauthorized disclosures in accordance with the HIPAA Privacy Regulations, 45 CFR § 164.528.
12. Upon request, the Business Associate shall make available to the Covered Entity any and all documentation relevant to the safeguarding of information including by not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.
13. The Business Associate must make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Covered Entity available to the Secretary of Health and Human Services for purposes of determining the Covered Entity's compliance with HIPAA.
14. Upon termination of this agreement, the Business Associate will, if feasible, return or destroy all PHI received from, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. If the Business Associate must continue to maintain healthcare information after the termination of this agreement, the information is to be maintained as confidential for as long as the business associate possesses the information.
15. The Covered Entity reserves the right to terminate any existing contract for (purpose of the use or disclosure) if it has been determined that the Business Associate is in violation of any material terms of this agreement. The Covered Entity will conduct an investigation should a complaint be filed or other information provided that identifies substantial and credible evidence of a violation by the Business Associate. The Covered Entity reserves the right to act upon any information about a violation and take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, the Covered Entity shall terminate the agreement, if feasible, or report the problem to the Secretary of Health and Human Services, if not feasible.
16. The obligations of the Business Associate under this Section shall survive the termination of this Agreement.
17. Neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.
18. The Parties agree that any part of this Agreement that is revoked or amended by legislative action or invalidated by judicial decision in a court of general competence and

authority over this Agreement shall cease to be effective on the date of revocation, amendment or invalidation, without change to the remainder of the Agreement wheresoever possible. The Parties agree to discuss and amend this Agreement as necessary to maintain compliance with current legislative, regulatory and judicial requirements to meet the spirit and purpose of enhanced confidentiality of Protected Health Information. No new or additional legislative, regulatory or judicial requirement related to confidentiality of PHI shall take effect under this Agreement until the appropriate amendment is signed by the parties, except by operation of law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Business Associate: _____
(Please Print)

Signature: _____ Date: _____

Greater Lynn Senior Services: _____
(Please Print)

Signature: _____ Date: _____