



## **Business Associate Agreement**

This Business Associate Agreement [hereinafter "Agreement"] made and entered into this day of August 15, 2012 by Covered Entity, Rocky Mount Family Medical Center, and Business Associate.

### **Section I**

#### **Definitions**

Business Associate Agreement includes the following Definitions.

1. Business Associate. "Business Associate" [hereinafter "BA"] shall mean [Name of Company].
2. Covered Entity. "Covered Entity" shall mean Rocky Mount Family Medical Center [hereinafter "RMFMC"].
3. Individual. "Individual" shall have the same meaning as the term "individual: in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
4. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. Protected Health Information. "Protected Health Information" [hereinafter "PHI"] shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by BA or on behalf of RMFMC.
6. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
7. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

### **Section II**

#### **Obligations and Activities of BA**

BA agrees to the following obligations and activities hereby referenced as Sections in numerical order:

1. BA agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.
2. BA agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
3. BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement.
4. BA agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
5. BA agrees to ensure that any agent (including a subcontractor to whom it provides PHI on received from, or created or received by, BA on behalf of RMFMC) also agrees to the same restrictions and conditions that apply through this Agreement to BA with respect to such information.



6. BA agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received by BA on behalf of RMFMC available to RMFMC within fifteen (15) business days of the documented request for purposes of determining RMFMC compliance with the Privacy Rule.
7. BA agrees to document such disclosures of PHI and other information related to such disclosures as would be required for RMFMC to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
8. BA agrees to provide to RMFMC or an Individual, within fifteen (15) business days upon documented request, information collected in accordance with Section 7 of this Agreement, to permit RMFMC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

### Section III

#### **Permitted Uses and Disclosures by BA**

BA may use or disclose PHI on behalf of, or to provide services to, RMFMC for the following purposes:

1. BA may use PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA.
2. BA may disclose PHI for the proper management and administration of the BA, provided:
  - a. The disclosure is Required By Law; or
  - b. The BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.
3. BA may use PHI to provide Data Aggregation services to RMFMC as permitted by 42 CFR § 164.504(e)(2)(i)(B).
4. BA may use PHI to report violations of law to appropriate federal and state authorities, consistent with § 164.502(j)(1).

### Section IV

#### **Obligations of Covered Entity**

Provisions for RMFMC to Inform BA of Privacy Practices and Restrictions are as follows:

1. RMFMC shall notify BA of any limitation(s) in its notice of privacy practices of RMFMC in accordance with 45 CFR § 164-520, to the extent that such limitation may affect BA's use or disclosure of PHI.
2. RMFMC shall notify BA of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI.
3. RMFMC shall notify BA of any restriction to the use or disclosure or PHI that RMFMC has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.



## Section V

### **Permissible Requests by Covered Entity**

RMFMC shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by RMFMC. The exception to this provision is if the BA will use or disclose PHI for, and the contract includes provisions for, data aggregation or management and administrative activities of BA.

## Section VI

### **Security Standards**

Under HITEC rules, the Security Standard specifies that "appropriate and reasonable" administrative, physical, and technical safeguards that protect the confidentiality and integrity of personally identifiable healthcare information must be implemented by all BA's and / or HIPAA-covered entities. A documented risk analysis must be provided to RMFMC showing that the BA has implemented listed safeguards. If documentation of a risk analysis cannot be provided, the BA is required to check off the following items:

### **HIPAA Security Rule Checklist**

The Security Standards Require Physicians and Business Associates to Implement the Following:

#### **Administrative Safeguards**

- Designation of a Security Officer
- Policy and procedures to prevent, detect, contain and correct security violations
- Provide risk analysis
- Provide risk management processes
- Implement sanction policy
- Implement information system activity review
- Implement policies and procedures relating to workforce access
- Implement information access management policy and procedures
- Implement security awareness and training program
- Implement policy and procedures for security incidents
- Implement policy and procedures for a contingency plan
- Implement a periodic evaluation process
- Update business associate contract to be Security Rule compliant

#### **Physical Safeguards**

- Implement policy and procedures limiting physical access to electronic information systems while ensuring authorized access
- Implement policy and procedures for workstation use
- Implement physical safeguards for workstation security
- Implement policy and procedures for device and media controls



## Technical Safeguards

- Implement policy and procedures to control access
- Implement audit controls to identify data access activities
- Implement policy and procedures to protect PHI from improper alteration or destruction
- Implement authentication procedures to verify identity for access
- Implement technical security measures to guard against unauthorized access in transmission

Initials \_\_\_\_\_

By initialing here, you are acknowledging that the safeguards checked above are in place.

## Section VII

### Term and Termination

The Term of this Agreement shall be effective as of April 14, 2003, and shall terminate when all of the PHI provided by Covered Entity to BA, or created or received by BA on behalf of RMFMC, is destroyed or returned to RMFMC.

Upon RMFMC's knowledge of a material breach by BA, RMFMC shall either:

1. Provide an opportunity for BA to cure the breach or end the violation and terminate this Agreement if BA does not cure the breach or end the violation within fifteen (15) business days.
2. Immediately terminate this Agreement if BA has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure are feasible, RMFMC shall report the violation to the Secretary.

### Effect of Termination

1. Upon termination of this Agreement, BA shall return or destroy all PHI received from RMFMC, or created or received by BA on behalf of RMFMC. This provision shall apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI.
2. In the event that BA determines that returning or destroying the PHI is infeasible, BA shall provide to RMFMC notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, within fifteen (15) business days of the request, that return or destruction of PHI is infeasible, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

## Section VIII

### Miscellaneous

FAMILY MEDICAL CENTER • WHERE CHRIST IS AT THE HEART OF OUR PRACTICE

804 English Road • Suite 100 • Rocky Mount • North Carolina • 27804  
Phone (252) 443-3133 • Fax: (252) 443-6726  
<http://www.rmfmcc.com>



*Our Mission: To care for the physical, emotional, and spiritual well-being of our patients and each other with excellence, consistency, grace and respect.*

*Proverbs 16:3 - "Commit your work to the Lord and your plans will be established."*

**Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for RMFMC to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, P. L. No. 104-191.

**Survival.** The respective rights and obligations of BA under Section VI of this Agreement shall survive the termination of this Agreement.

**Interpretation.** Any ambiguity in this Agreement shall be resolved to permit RMFMC to comply with the Privacy Rule.

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Attention: \_\_\_\_\_

Business Associate Signature

RMFMC Representative Signature

Please Print Name

Please Print Name

Title

Title

Date

Date