

HIPAA Business Associate Agreement

El Paso Integrated Physicians Group, P.A.

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:

- **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 _____.
- **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 El Paso Integrated Physicians Group, P.A.
- **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- **Service Agreement.** “Service Agreement” shall mean the underlying agreement between Covered Entity or Covered Entity’s subcontractor that outlines the business relationship between the entities.

Obligations and Activities of Business Associate

Business Associate agrees to:

- a) Not use or disclose protected health information 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, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- c) Report to Covered Entity within seven days after discovery any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- 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 protected health information 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 protected health information in a designated record set to the individual or the individual’s designee within 15 days of request as necessary to satisfy Covered Entity’s

obligations under 45 CFR 164.524. In accordance with Texas law, patient requests for information that is available in electronic format must be provided in electronic format unless the patient agrees to accept in another format ;

- f) Make any amendment(s) to protected health information 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. Requests to amend information shall be forwarded to Covered Entity within 15 days of the request;
- g) Maintain and make available the information required to provide an accounting of disclosures to the individual within 15 days as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- 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 protected health information as necessary to perform the services set forth in its service agreement with Covered Entity or Covered Entity's subcontractor. Business Associate is explicitly not permitted to use any information for the purposes of marketing or research whether in original or de-identified format.
- b) Business Associate may use or disclose protected health information as required by law.
- c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by 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 protected health information.
- 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 protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information 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 protected health information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

Term and Termination

- a) **Term.** The Term of this Agreement shall be effective as of _____, and shall terminate on upon termination of the service agreement with Covered Entity or subcontractor of Covered Entity, 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 immediate termination of this Agreement and the underlying Service Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation to the satisfaction of and within the time specified by Covered Entity. Covered Entity may also be required to report non-compliance to the Department of Health and Human Services.
- c) **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the protected health information. Business Associate shall also ensure that it retains no access to electronic records available through the internet or other means. Business Associate shall either delete or inactivate user accounts of such records or inform Covered Entity or subcontractor holding the service agreement that such accounts need to be deleted.
- d) **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement

Miscellaneous

- a) A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- b) 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) Business Associate agrees that it is committed to compliance with HIPAA and other privacy related laws and regulations and agrees to review Covered Entity's compliance program as

necessary and make revisions to its own in order to ensure proper security of protected information.

- e) Business Associate shall provide immediate access, during normal business hours, to patient information that it maintains/handles on behalf of Covered Entity if requested by Covered Entity.
- f) Business Associate shall take all reasonable steps to disclose only the minimum amount of protected information necessary to accomplish any intended purpose, when a release is required and permitted.
- g) Business Associate shall take all reasonable steps to manage computer and password security for access to online and/or computerized protected information. Business Associate shall also provide training for its staff concerning protection of information and shall document that training.
- h) Business Associate shall contact the Administrator for Covered Entity for any questions or concerns that may arise.
- i) Business Associate shall be responsible for paying the costs of a security breach that is the result of a violation by Business Associate of HIPAA or other privacy related laws or regulations.

El Paso Integrated Physicians Group, P.A.

By: _____

Its: _____

Business Associate

Name: _____

By: _____

Its: _____

Date: _____