

The Pelvic Health and Rehabilitation Center

BUSINESS ASSOCIATE CONTRACT PROVISIONS¹

Section 1: Definitions (alternative approaches)

Catch-all definition:

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

Examples of specific definitions:

- a. Business Associate. "Business Associate" shall mean name of entity described at end of document.
- b. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. 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.
- d. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of The Pelvic Health and Rehabilitation Center.
- e. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Section 2: Obligations and Activities of Business Associate

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to The Pelvic Health and Rehabilitation Center any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of The Pelvic Health and Rehabilitation Center agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, The Pelvic Health and Rehabilitation Center available to the The Pelvic Health and Rehabilitation Center, or to the Secretary, in a time and manner [within 1 week of request] or designated by the Secretary, for purposes of the Secretary determining The Pelvic Health and Rehabilitation Center's compliance with the Privacy Rule.

- g. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for The Pelvic Health and Rehabilitation Center to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- h. Business Associate agrees to provide to The Pelvic Health and Rehabilitation Center or an Individual, in a timely manner [within 1 week of request], information collected in accordance with Section 2 of this Agreement, to permit The Pelvic Health and Rehabilitation Center to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

Section 3: Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions

- a. Specify purposes: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, The Pelvic Health and Rehabilitation Center for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by The Pelvic Health and Rehabilitation Center or the minimum necessary policies and procedures of The Pelvic Health and Rehabilitation Center.

Section 4: Obligations of The Pelvic Health and Rehabilitation Center

Provisions for The Pelvic Health and Rehabilitation Center to Inform Business Associate of Privacy Practices and Restrictions

- a. The Pelvic Health and Rehabilitation Center shall notify Business Associate of any limitation(s) in its notice of privacy practices of The Pelvic Health and Rehabilitation Center in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. The Pelvic Health and Rehabilitation Center shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. The Pelvic Health and Rehabilitation Center shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that The Pelvic Health and Rehabilitation Center has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Section 5: Permissible Requests by The Pelvic Health and Rehabilitation Center

- a. The Pelvic Health and Rehabilitation Center shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by The Pelvic Health and Rehabilitation Center.

Section 6: Term and Termination

- a. Term. The Term of this Agreement shall be effective as of Date specified at end of document, and shall terminate when all of the Protected Health Information provided by The Pelvic Health and Rehabilitation Center to Business Associate, or created or received by Business Associate on behalf of The Pelvic Health and Rehabilitation Center, is destroyed or returned to The Pelvic Health and Rehabilitation Center, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon The Pelvic Health and Rehabilitation Center's knowledge of a material breach by Business Associate, The Pelvic Health and Rehabilitation Center shall either:
 - 1.) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by The Pelvic Health and Rehabilitation Center;
 - 2.) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - 3.) If neither termination nor cure are feasible, The Pelvic Health and Rehabilitation Center shall report the violation to the Secretary.
- c. Effect of Termination.
 - 1.) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from The Pelvic Health and Rehabilitation Center, or created or received by Business Associate on behalf of The Pelvic Health and Rehabilitation Center. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2.) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to The Pelvic Health and Rehabilitation Center notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Section 7: Miscellaneous

Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

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

Survival. The respective rights and obligations of Business Associate under Section 6c of this Agreement shall survive the termination of this Agreement.

Interpretation. Any ambiguity in this Agreement shall be resolved to permit The Pelvic Health and Rehabilitation Center to comply with the Privacy Rule.

Print Name of Business Associate : _____

Date: _____

Signature of Business Associate: _____

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