

## BUSINESS ASSOCIATE AGREEMENT

This agreement ("Agreement") is effective upon its execution and delivery to 3 Rivers Billing, Inc (referred to as "Business Associate" hereafter), as further indicated below, by and between the Business Associate and the undersigned health care provider or other services provider (referred to as "Provider" hereafter).

### RECITALS

Provider and Business Associate mutually agree to the terms of this Agreement to comply with the requirements of the Standards for Security and Privacy of Individually Identifiable Information (the "Security and Privacy Regulations"), as applicable, under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, as well as with the Health Information Technology for Economic & Clinical Health Act ("HITECH"), Subtitle D-Privacy (§§13400-13424), as part of the American Recovery and Reinvestment Act of 2009, as amended.

Business Associate and Provider have a business relationship such that Provider may be deemed to be a covered entity, and in conducting such activities on behalf of Provider, Business Associate may be deemed a business associate of Provider.

Provider wishes to disclose certain information to Business Associate pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") (as defined below).

Provider and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to this Agreement in compliance with the HIPAA Security and Privacy Regulations and HITECH.

HIPAA Security and Privacy Regulations and HITECH require Provider to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in this Agreement.

### A. Definitions

1. 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.
2. 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 3 Rivers Billing, Inc.
3. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

4. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

## **B. Obligations and Activities of Business Associate**

Business Associate agrees to:

1. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
2. 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;
3. Report to Provider 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;
4. 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 Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
5. Make available protected health information in a designated record set to Provider as necessary to satisfy Provider's obligations, if any, under 45 CFR 164.524;
6. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by Provider pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Provider's obligations, if any, under 45 CFR 164.526;
7. Maintain and make available the information required to provide an accounting of disclosures to the Provider as necessary to satisfy Provider's obligations, if any, under 45 CFR 164.528;
8. To the extent Business Associate is to carry out one or more of Provider's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Provider in the performance of such obligation(s); and
9. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules

## **C. Permitted Uses and Disclosures by Business Associate**

1. Business Associate may only use or disclose protected health information as necessary to perform any services necessary or required as Provider's insurance company.
2. Business Associate may use or disclose protected health information as required by law.

3. Business Associate agrees to make uses and disclosures and requests for protected health information subject to the following minimum necessary requirements: as necessary or required in order to provide Provider's insurance.
4. 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 Provider, except with regards to the data aggregation, management, administration and legal responsibilities of the Business Associate.
5. Business Associate may use protected health information for the Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.
6. Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
7. Business Associate may provide data aggregation services relating to the health care operations of Provider.

#### **D. Provisions for Provider to Inform Business Associate of Privacy Practices and Restrictions**

Provider shall notify Business Associate of:

1. any limitation(s) in Provider's notice of privacy practices under 45 CFR 164.520;
2. of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information; or,
3. any restriction on the use or disclosure of protected health information that Provider has agreed to or is required to abide by under 45 CFR 164.522,

to the extent that Business Associate's use or disclosure of protected health information will be affected.

#### **E. Term and Termination**

1. Term. This Agreement shall continue in force so long as any underlying contract between the Provider and Business Associate remains in force.
2. Termination for Cause. The Provider shall provide written notice if it determines that Business Associate has breached any material provision of this Agreement. The written notice must contain the facts necessary for Business Associate to evaluate and cure the alleged breach. If the breach is not cured within 30 days, the Provider may immediately terminate this Agreement.

3. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Provider, or created, maintained, or received by Business Associate on behalf of Provider, shall:
  - I. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - II. Destroy the remaining protected health information that Business Associate still maintains in any form;
  - III. Continue to 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 the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
  - IV. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at above which applied prior to termination; and
  - V. Destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
4. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

#### **F. Miscellaneous**

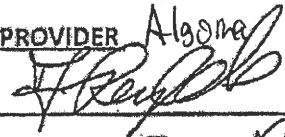
1. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the Provider and the Business Associate execute this Business Associate Agreement to be effective as of the date signed and submitted by the Provider as indicated below:

EMS PROVIDER

Algonia

SIGN



Print Name

Tom Reynolds

Title

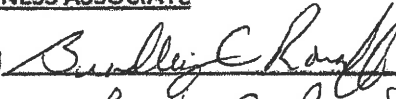
City Administrator/Clerk/Treasurer

Date

9/11/13

BUSINESS ASSOCIATE

SIGN



Print Name

Bradley C. Koraff

Title

Owner - 3RB

Date

9/23/2013