

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT ("Agreement"), entered into and effective this _____ day of _____, 2003, is by and between _____ ("Business Associate") and Sioux County ("County").

The statements and intentions of the parties, to this Agreement, are as follows:

The U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information ("HIPAA Privacy Provisions"); obtained, created or maintained by certain entities; and

The HIPAA Privacy Provisions require County to enter into this Agreement with Business Associate in order to protect the privacy of individually identifiable health information maintained by County ("Protected Health Information" or "PHI"); and

County and Business Associate are committed to complying with the HIPAA Privacy Provisions and this Agreement sets forth the terms and conditions pursuant to which PHI that is provided by, or created or received by, Business Associate from or on behalf of County, will be handled between Business Associate and County and with third parties.

In consideration of the premises and promises contained herein, it is mutually agreed by and between County and Business Associate as follows:

SECTION 1

Responsibilities of Business Associate

Section 1.1 Uses and Disclosures of PHI.

Business Associate shall ensure that any director, officer, employee, contractor or other agent of Business Associate does not use or disclose any PHI in any manner that violates either the HIPAA Privacy Provisions or state law. Business Associate may use any PHI it receives from or creates or maintains on behalf of County (a) for performance of any contractual obligations between County and Business Associate; (b) for performance of its management and administrative functions; (c) for performance of Business Associate's legal responsibilities, or (d) as otherwise required by any federal, state or local law.

Section 1.2 Safeguards of PHI.

Business Associate shall use appropriate safeguards to maintain the security and privacy of PHI and to prevent unauthorized use and/or disclosure of such PHI. In addition, Business Associate shall provide County with information concerning the safeguards upon request.

Section 1.3 Disclosures to Third Parties.

Business Associate shall obtain reasonable written assurances from any third party, including subcontractors or agents, to whom PHI will be disclosed. The written statements shall assure (a) that PHI will be held confidentially and used or further disclosed only as required and permitted under either state law or the HIPAA Privacy Provisions; (b) that the third party agrees to be governed by the same restrictions and conditions contained in this Agreement, and (c) that the third party will notify Business Associate of any instances in which confidentiality of PHI has been breached.

Section 1.4 Reporting Unauthorized Uses and Disclosures.

Business Associate shall report to County any and all unauthorized uses or disclosures of PHI made by the Business Associate or by any third party of the Business Associate within five (5) days from the date the Business Associate becomes aware of the violation. In addition, Business Associate shall report to County any sanction or remedial action taken or proposed to be taken with regard to the unauthorized use or disclosure and will cooperate with County in mitigating any harmful effects of such use or disclosure.

Section 1.5 Accounting of Disclosures.

Business Associate shall maintain an accounting of all disclosures of PHI not expressly authorized in this Addendum. The accounting shall include the date of the disclosure, name and address of the individual or entity which is the recipient of the disclosure, a brief description of the PHI disclosed and the purpose of the disclosure. Upon written request from County, Business Associate shall provide, to County, an accounting of all disclosures within ten (10) working days from date of County's request.

Section 1.6 Records Available for HHS Inspection.

Business Associate shall make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI received from, created by, or received by Business Associate on behalf of County to the Secretary of HHS for purposes of determining County's compliance with HIPAA Privacy Provisions.

Section 1.7 Records Available for County Inspection.

Business Associate shall, within ten (10) days of receipt of a written request from County, make available, to County, all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI for the purpose of enabling County to determine Business Associate's compliance with the terms of this Addendum.

Section 1.8 Individual Request for Access.

Within five (5) days from the date Business Associate receives a request by County, Business Associate shall permit an individual to access requested PHI that Business Associate maintains. Business Associate shall allow an individual to access, inspect and or copy the requested PHI.

Section 1.9 Amendments to PHI.

Business Associate shall make an amendment to PHI upon request from County.

Section 1.10 Records after Termination of Agreement.

Upon termination of the Business Associate and County agreement, Business Associate shall return or destroy all PHI that it maintains in any form, and shall retain no copies (of any format) of such information. If Business Associate and County agree that the return or destruction of the PHI is not feasible, Business Associate shall continue to extend the protections of this addendum to said PHI, and limit further use of the said PHI to those purposes that make the return or destruction of the PHI infeasible. The provisions of this section shall survive termination or the agreement.

SECTION 2
Responsibilities of County

Section 2.1 Authorizations.

County shall notify Business Associate of any changes in, or withdrawal of, the consent or authorization provided to County by individuals.

Section 2.2 Restrictions.

County shall notify Business Associate, in a timely written manner of any restrictions to the use and/or disclosure of PHI agreed to by County.

SECTION 3
Term and Termination

Section 3.1 Term.

The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, and shall automatically renew on a year to year basis on the same terms and conditions, unless terminated earlier by either party in accordance with this Agreement.

Section 7.4 Termination.

County shall have the right to terminate this Agreement immediately by giving written notice to Business Associate upon the occurrence of Business Associate's material breach of any of the terms or obligations of this Agreement.

SECTION 4
Notices

Section 4.1 Notices to County.

Any notice, request, demand, waiver, consent, approval or other communication to County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Attention: _____

Section 4.2 Notices to Business Associate.

Any notice, request, demand, waiver, consent, approval or other communication to Business Associate which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Attention: _____

SECTION 5
Other Terms and Conditions

Section 5.1 Amendment.

This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, County may amend this Agreement upon sixty (60) days advance notice to Business Associate and if Business Associate does not provide written objection to County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 5.2 Regulatory Amendment.

County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Business Associate of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

Section 5.3 Entire Agreement.

This Agreement and attachments attached hereto constitute the entire agreement between County and Business Associate, and supersedes or replaces any prior agreements between County and Business Associate relating to its subject matter.

Section 5.4 Invalidation.

If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 5.5 No Waiver.

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

COUNTY

BUSINESS ASSOCIATE

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____