

Note: This Business Agreement is for use between EMS providers and RACs

**BUSINESS ASSOCIATE AGREEMENT
UNDER
HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT OF
1996 (HIPAA)**

This is an AGREEMENT between the parties shown below.

1.10. Parties.

1.11 {Firm Name: _____} (hereinafter called "Provider")

1.12. [**Big Country Regional Advisory Council**], (hereinafter called "Associate")

1.20. Purpose of AGREEMENT:

To insure compliance with the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, Subtitle F-Administrative Simplification, Sections 261, et seq, as amended, by Associate.

1.30. Declarations.

1.31. Provider and Associate transfer individually identifiable health information, also called "protected health information" or "PHI" between each other for purposes of education, reporting of ambulance response data to the Texas Department of Health Trauma Registry program, and for other purposes.

1.32. One aspect of Associate's relationship with Provider is that Associate receives PHI from Provider and reports the same to Texas Department of Health under the said Trauma Registry program, also known as Trauma Reporting, Analysis, and Collection in Texas (TRAC-IT). This function is required by law.

1.33. Both Provider and Associate wish to insure that the provisions of HIPAA and other laws and regulations pertaining to privacy of a patient's protected health information, (hereinafter called "PHI") as defined by HIPAA, are fully complied with in all instances of use and disclosure of PHI.

NOW, THEREFORE, it is hereby AGREED by and between the Parties hereto as follows:

2.10. Agreements by Associate. Associate agrees that it will:

2.11. Require that all its agents, servants, employees, and subcontractors, and their agents, servants, and employees comply fully with the provisions of HIPAA and all other applicable laws governing the use or disclosure of PHI.

2.12. Implement and maintain appropriate and adequate administrative, physical, and electronic, safeguards to insure that all uses or disclosures of PHI will be in compliance with HIPAA or other applicable laws.

2.13. Use and disclose PHI only as permitted by HIPAA and by this agreement, but no provision of this agreement shall operate to authorize any use or disclosure of PHI which would violate the provisions of HIPAA or any other applicable federal or state rule or regulation. Permitted uses shall include but not be limited to the use of PHI in education programs, for demographic studies, in funding of grants, and in reporting to Texas Department of Health under the Texas Trauma Registry TRAC-IT program.

2.14. Grant access to any and all PHI in its possession or under its control to Provider on request.

2.15. Grant access to the individual whose PHI is in its possession or under its control to the individual according to the provisions of HIPAA.

2.16. Abide by restrictions on use of PHI which are agreed to by Provider at the request of the individual, and notify its employees, servants, agents, and subcontractors of such restrictions in timely fashion.

2.17. Amend an individual's PHI when advised by Provider to do so pursuant to a request by the individual, or in the event that Provider sees fit to amend such information.

2.18. Immediately advise Provider of any instances of use or disclosure of PHI which are not in compliance with HIPAA, with other state or federal laws or regulations as soon as it becomes aware of such instances, and take immediate steps to mitigate any damages arising from such instances of non-compliance.

2.19. Maintain records of all uses and disclosures made of PHI other than for billing and reimbursements and render an accounting of such uses and disclosures upon request of either Provider or the individual as provided by HIPAA.

At the termination of this agreement, return to Provider or destroy all PHI in its possession or under its control which it has received from Provider, together with any amendments, copies, or variations of it, whether written or preserved in another form. In the event this agreement is terminated by either Provider or Associate, the provisions of this agreement regarding compliance with privacy laws and regulations and record retention shall survive the termination hereof and shall bind the Associate so long as privacy laws and regulations under the aforesaid Acts, as the same now exist or as they may be amended, replaced or superceded shall exist or be in force and effect.

2.20. Provide to the Secretary of the Department of Health and Human Services of the United States of America all documents and records relating to the use and disclosure of PHI if requested by the said Secretary.

2.21. Require that all members of its workforce and its subcontractors who deal with PHI furnished to Associate by Provider execute confidentiality agreements guaranteeing compliance with HIPAA and other applicable laws.

2.22. Provide for sanctions against members of its workforce for violation of HIPAA regulations, enforce such sanctions, and furnish Provider with evidence of the application of such sanctions, except that such evidence shall not identify any employee so sanctioned. Associate shall also, in its agreements with subcontractors, provide for the same sanctions that are required by this subparagraph.

3.10. Agreements by Provider. Provider agrees as follows:

3.11. To provide Associate with notice of restrictions, amendments, requests for confidential communications, and requests for access or copying relating to an individual's PHI.

4.10. General Provisions.

4.11. Captions. Captions to sections or paragraphs to this Agreement are for convenience only and shall not change the meaning of any part hereof.

4.12. Severability. If any part of this Agreement shall be determined to be invalid, unenforceable, or illegal, all other parts of the Agreement shall remain in full force and effect.

4.13. Complete Agreement. This Agreement forms the sole and complete Agreement and understanding between AERF and Host and cannot be amended except in writing duly signed and executed by both parties.

4.14. Authority of Parties. The person or persons executing this Agreement hereby represent and guarantee that they are authorized to do so on behalf of themselves and the entities that they represent, that all necessary internal procedures, due diligence, and process required to legally bind and enter into such an Agreement have been satisfied, and that the Agreement will be executed according to all its provisions.

4.15. State of Jurisdiction. This Agreement and all matters relating to it, including any matter or dispute arising from the

Agreement, shall be governed, interpreted, and enforced in accordance with the laws of the State of Texas, United States of America; and the parties to this Agreement do hereby agree that for the resolution of such disputes, jurisdiction and venue shall lie exclusively in any appropriate court within the State of Texas, United States of America.

4.16. Default. If either of the parties to this Agreement shall be in default or breach of this Agreement, such defaulting or breaching one of the parties shall be liable to pay all reasonable attorney’s fees, court costs, and other related collection costs and expenses incurred by the non-defaulting or non-breaching one of the parties in prosecuting its rights under this Agreement.

4.17. Termination. Provider has the absolute right to terminate this Agreement if, after reasonable notice to Associate to stop or correct any violation of HIPAA regulations regarding PHI, Associate fails or refuses to do so in a timely fashion. Such termination may be immediate if Provider determines, in its sole discretion, that violations of HIPAA regulations or other privacy regulations pose a substantial and immediate threat to the confidentiality of PHI or would subject Provider to sanctions or penalties under HIPAA or other privacy laws. In the event this agreement is terminated by either Provider or Associate, the provisions of this agreement regarding compliance with privacy laws and regulations and record retention shall survive the termination hereof and shall bind the Associate so long as privacy laws and regulations under the aforesaid Acts, as the same now exist or as they may be amended , replaced or superceded shall exist or be in force and effect.

4.17. Proper Notice. Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid or deposited with an express delivery service:

To Provider: ***Big Country Regional Advisory Council, PO Box 2342, Abilene, Texas 79604***

To Associate:

THIS AGREEMENT IS SIGNED AND AGREED TO BY THE PARTIES ON THE DATES SET FORTH BELOW, AND IT SHALL TAKE EFFECT ON THE LATEST OF SUCH DATES.

Provider:

Associate:

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____