

Exhibit

BUSINESS ASSOCIATE EXHIBIT

This **Business Associate Exhibit** (“**Exhibit**”) supplements and is made a part of the Registry User Agreement effective [date of Agreement] (“**Agreement**”), by and between:

_____ (“**Covered Entity**”) and shall hereinafter be referred to as such, and

Health Improvement Partnership of Santa Cruz County doing business as the Community Chronic Care Network (“**Business Associate**”) and shall hereinafter be referred to as such.

RECITALS

- A. For purposes of this Exhibit, terms used, but not otherwise defined herein or in the Agreement, shall have the same meaning as those terms are used and defined by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“HIPAA”).
- B. Pursuant to the Agreement, Business Associate has access to certain Protected Health Information (“PHI”) [defined in Par. 1(d)] disclosed or made available by or on behalf of Covered Entity;
- C. In accordance with HIPAA, Covered Entity is required to enter into a contract with Business Associate restricting the use and disclosure of PHI and, accordingly, the parties hereby agree as follows:

1. Definitions

- (a) “**Business Associate**” shall mean the ***Health Improvement Partnership of Santa Cruz County doing business as the Community Chronic Care Network*** and shall have the meaning given to such term under HIPAA, which includes a party, other than a member of the Covered Entity’s workforce, that performs functions for or on behalf of Covered Entity and has access to Covered Entity’s PHI and uses such PHI in the performance of its functions.
- (b) “**Covered Entity**” shall mean _____ and shall have the meaning given to such term under HIPAA, which includes a health plan, a health care clearinghouse and a health care provider that transmits health information in electronic form in the course of its standard functions;
- (c) “**Patient**” shall have the same meaning as the term “individual” under the HIPAA and shall include a person who qualifies as a personal representative.
- (d) “**Protected Health Information**” (“**PHI**”) shall have the same meaning as such term is defined in HIPAA, and shall be limited to the information received by Business Associate from or on behalf of Covered Entity.

- (e) **Security Incident**” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise permitted in the Agreement and this Exhibit, Business Associate may use or disclose PHI to perform functions, activities, or services as specified in the Agreement.
- (b) Except as otherwise permitted in the Agreement and this Exhibit, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out its legal responsibilities;
- (c) Except as otherwise permitted in the Agreement and this Exhibit, Business Associate may use or disclose PHI, provided the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will be held confidentially and used or disclosed only as required by law or for the purpose that the disclosure was made.
- (d) Except as otherwise permitted in the Agreement and this Exhibit, Business Associate may use PHI to provide data aggregation services to Covered Entity, as permitted by law.
- (e) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).
- (f) Business Associate may use PHI to create information that is not individually identifiable health information and may use or disclose the resulting information that is not individually identifiable health information for any purpose.

3. Obligations of Business Associate

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Agreement, this Exhibit or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent further use or disclosure of PHI other than as provided for by the Agreement and this Exhibit.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI known to Business Associate in violation of the Agreement and this Exhibit.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware and is material to Covered Entity’s compliance with HIPAA.

- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Exhibit to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access to PHI in designated record sets to Covered Entity at the request of Covered Entity, or, if directed by Covered Entity, to a Patient in order to meet the requirements of HIPAA.
- (g) Business Associate agrees to make amendment(s) to PHI in a designated record set when requested by Covered Entity to enable Covered Entity to meet the requirements of HIPAA.
- (h) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the Department of Health and Human Services ("DHHS") to enable the Secretary to determine compliance with HIPAA regulations.
- (i) Business Associate agrees to document all disclosures of PHI and information related to such disclosures, as would be required for Covered Entity to respond to a request by a Patient for an accounting of disclosures of his/her PHI under.
- (j) Upon request by Covered Entity, Business Associate agrees to provide to Covered Entity or Patient, information collected relating to disclosure of patient's PHI, to permit Covered Entity to respond to a request by a Patient for an accounting of disclosures of Protected Health Information in accordance with HIPAA.
- (k) Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it receives, maintains, transmits or creates on behalf of Covered Entity and shall ensure that any agent, including a subcontractor, to whom it provides PHI also agrees to implement such safeguards to protect it.

4. Obligations of Covered Entity

- (a) Covered Entity shall promptly notify Business Associate of any limitation in its notice of privacy practices in accordance with 45 CFR 164.520 to the extent that such changes affect Business Associate's permitted use or disclosure of PHI.
- (b) Covered Entity shall promptly provide Business Associate with any changes in, or revocation of, permission by Patient to the use or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and disclosures of such PHI.
- (c) Covered Entity shall promptly notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to.

- (d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

5. Effect of Breach of Obligations

In case of breach by Business Associate of any of its obligations herein, Covered Entity shall provide Business Associate a reasonable opportunity to cure the breach and end the violation within a mutually agreed period, and if Business Associate does not cure the breach or end the violation within the agreed period, Covered Entity may terminate the Agreement.

6. Effect of Termination

Upon termination of the Agreement, Business Associate shall return to Covered Entity the PHI created or received by Business Associate from or on behalf of Covered Entity, or upon Covered Entity's request, destroy such information. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit its further use or disclosure to purposes that make its return or destruction infeasible for so long as Business Associate maintains such PHI.

7. Regulatory References

A reference in this Exhibit to HIPAA shall mean the law or regulation as in effect or as amended and for which compliance is required.

8. General

Except as amended herein, all other terms of the Agreement remain in full force and effect. The Agreement and this Exhibit are intended to be read and construed in harmony with each other, but in the event that any provision in this Exhibit conflicts with the provisions of the Agreement including any of its attachments, the provisions in this Exhibit shall be deemed to control, and such conflicting provision or part thereof shall be deemed removed and replaced with the governing provision herein.

9. No Third Party Beneficiary

The provisions and covenants set forth in this Exhibit are expressly entered into only by and between Business Associate and Covered Entity, and are only for their benefit. Neither Business Associate nor Covered Entity intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party and no such third party shall have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Exhibit.

(End of Exhibit)