



**PHYSICIAN EDUCATION & PRACTICE SUPPORT  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”), is entered into as of the effective date described on the Signature Page of this Agreement (the “Effective Date”) between the **Greater Louisville Medical Society**, with an address at **328 East Main St, Louisville, KY 40202** (“Business Associate”) and \_\_\_\_\_, with an address at \_\_\_\_\_ (“Covered Entity”) (each a “Party” and collectively the “Parties”).

Recital

The Parties have entered into an agreement which may result in the "Business Associate" having access to Protected Health Information (“PHI”) (as defined in 45 C.F.R. § 164.501) that is subject to the federal privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations promulgated thereunder by the United States Department of Health and Human Services (“HHS”), codified at 45 CFR Parts 160 and 164 (commonly known as the Privacy and Security Rules), (collectively referred to herein as the “HIPAA Rules”). The purpose of this Agreement is to set forth the obligations of the Parties with respect to such PHI.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

I. Definitions.

A. Protected Health Information or PHI. “Protected Health Information” or “PHI” shall have the same meaning as the term “Protected Health Information” in 45 C.F.R. §160.103, limited to the information created or received by Business Associate on behalf of or from Covered Entity. PHI will include PHI in electronic form (“Electronic PHI”) unless specifically stated otherwise.

B. Terms used but not otherwise defined in this Agreement shall have the same meaning as given to those terms in the Health Information Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d (“HIPAA”), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. §17901 (“HITECH”), and any current and future regulations promulgated under either (HIPAA, HITECH, and any regulations collectively, the “Law and Regulations”).

II. Business Associate’s Obligations.

A. Relationship of Parties. In providing these services, Business Associate will be acting as an independent contractor and not as an employee or agent of Covered Entity. Covered Entity shall have no authority, express or implied, to commit or obligate Business Associate in any manner whatsoever.

B. No Permitted Use or Disclosure of PHI. Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.

C. Safeguards. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

D. Notice to Covered Entity: Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for in the Agreement, any Security Incident involving electronic PHI, and any Breach of Unsecured PHI as required at 45 CFR 164.410. Such report shall be provided promptly and without unreasonable delay, but no later than 10 days after Business Associate first learns of the unauthorized use or disclosure, Security Incident or Breach.

E. Subcontractors. Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, in accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2).

F. Access to PHI. To the extent that Business Associate possesses an applicable Designated Record Set, and within a reasonable amount of time of receipt of a request from Covered Entity or Individual to access such PHI, Business Associate shall make available such PHI, to the extent required for Covered Entity's compliance with its obligations under 45 C.F.R. §164.524.

G. Amendment of PHI. To the extent that Business Associate possesses an applicable Designated Record Set, and within a reasonable amount of time of receipt of a request from Covered Entity or Individual, Business Associate shall make any amendment(s) to such PHI as directed or agreed to by the Covered Entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526

H. Accounting. Business Associate shall document and make available such disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

I. Compliance with Covered Entity Obligations. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

J. Availability of Compliance Records. Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

### III. Permitted Use and Disclosure of PHI.

A. Business Associate may only use or disclose PHI :

1. To assist practice with specific requests related to claims adjudication and research with payer(s) and otherwise as necessary to perform its obligations and functions under the Underlying Agreement;

B. Business Associate may use or disclose PHI as Required By Law;

C. Business Associate may use PHI to create de-identified information consistent with the standards of 45 C.F.R. §164.514(a)-(c).

D. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures

1. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

### IV. Term and Termination.

A. Term. This Agreement shall become effective on the date of execution of the Underlying Agreement, and shall terminate at the time of the termination or expiration of all Underlying Agreements.

B. Termination for Cause. If Covered Entity reasonably determines that Business Associate has materially breached this Agreement, Covered Entity shall:

1. Provide Business Associate with 30 days written notice of the alleged material breach and an opportunity to cure the breach, immediately after which time this Agreement and the Services Agreement shall be automatically terminated if the breach is not cured; or
2. Immediately terminate this Agreement and the Services Agreement if cure is not possible; or
3. Report the violation to the Secretary if neither termination nor cure is feasible.

C. Effect of Termination.

1. Upon termination of this Agreement for any reason, Business Associate shall:
  - a. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - b. At Covered Entity’s option, return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;
  - c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
  - d. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2) which applied prior to termination; and
  - e. At Covered Entity’s option, return to Covered Entity or destroy the PHI 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**(Business Associate)**

**(Covered Entity)**

By: stephanie woods

By: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company: Greater Louisville Medical Society

Title: \_\_\_\_\_

Title: Practice Resource Specialist

Phone: \_\_\_\_\_

Phone: 502-736-6350

Email: stephanie.woods@glms.org