

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into between Washington Urology Associates and _____ effective as of _____, 20____.

- I. The Provider is a Rheumatologist licensed in the State of Washington. The provider wishes to disclose certain information to the Business Associate, and/or have the Business Associate obtain certain information from other parties, for use on behalf of the Provider for the activities or functions described in Paragraph 2. This information ("PHI"), as that term is defined in privacy regulations issued by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- II. The Business Associate is a _____ which provides _____ services in the State of Washington. The Business Associate wishes to receive information from the Provider in order to perform the activities or functions described in Paragraph 2. The Business Associate cannot perform these activities or functions without the use of PHI obtained from or on behalf of the Provider.
- III. The Provider intends to protect PHI as required by the HIPAA Privacy Regulations. The Business Associate's entry into and compliance with this Agreement is therefore a condition to the Provider's disclosure of information PHI for the Purposes stated below.

The parties therefore agree as follows:

1. *Interpretation.* This Agreement shall be interpreted consistently with HIPAA and with the privacy regulations issued by the United States Department of Health and Human Services ("HHS") pursuant to HIPAA, as amended from time to time ("HIPAA Privacy Regulations").
2. *Authorized Use(s) of PHI by Business Associate.* The Business Associate may use PHI it obtains on behalf of the Provider only:

- a. In order to conduct _____;
- b. For the proper management and administration of the Business Associate; or
- c. In order to carry out the legal responsibilities of the Business Associate.

The Business Associate may not use PHI obtained on behalf of the Provider in any other activity or function without the Provider's express written consent, which may be withheld at the Provider's sole discretion.

3. *Administrative Obligations of Business Associates.* The Business Associate shall implement and maintain the following throughout the term of this Agreement.
 - a. Administrative policies and procedures intended to safeguard the confidentiality of PHI, including,
 - i. Limitation of PHI access to those involved in activities or functions authorized under Paragraph 2.
 - ii. Personnel policies and documentation enforcing PHI access limitations,
 - iii. Appropriate background checks, training and disciplinary procedures for those personnel permitted access to PHI, including but not limited to documentation of agreement to the restrictions and conditions of this Agreement, and
 - iv. Accountable supervision of the Business Associate's compliance with this Agreement.
 - b. Physical safeguards and procedures to safeguard the confidentiality of PHI, including appropriate locked facilities, key and/or access device controls, and accountable facility security responsibility.
 - c. If PHI obtained on behalf of the Provider is stored, processed or transmitted in electronic form, safeguards for the confidentiality of the PHI which is present in the computers and networks in which such activities occur, consistent with those required by any draft, final or amended security regulations promulgated by HHS pursuant to HIPAA.
 - d. Procedures for tracking all disclosures of PHI obtained on behalf of the Provider, to any individual or third party, including:
 - i. The date of the disclosure,
 - ii. The name, and if known address, of the individual or entity to which it was disclosed,
 - iii. A brief statement of the purpose of the disclosure or copy of the written authorization or request authorizing it.No later than fourteen (14) days from any request by the Provider, the business Associate will provide a complete report of all such disclosures for any given individual whose PHI has been obtained by the Business Associate on behalf of the Provider.
 - e. Procedures for providing the Provider with a current copy or data set of all PHI pertaining to any given individual in the possession of the Business Associate, or the possession of any third party to which the Business Associate has disclosed PHI subject to this Agreement, within fourteen (14) days of the Provider's request.
 - f. Procedures for promptly amending the Business Associate's PHI records pertaining to any given individual upon request by the Provider.

- g. Procedures for permitting the inspection of the Business Associate's internal practices, books and records relating to the use and disclosure of PHI available to the HHS for purposes of determining the Provider's compliance with HIPAA, upon request by the Provider or HHS.
- 4. *Authorized Disclosure(s) of PHI by Business Associate.* The Business Associate may only disclose PHI it obtains on behalf of the Provider to a third party:
 - a. In order to obtain activities or services from that third party which are necessary for the Business Associate's own performance of the activities or functions for which the Business Associate is authorized to use PHI obtained on behalf of the Provider under Paragraph 2, and the third party has:
 - i. Been provided with a copy of this Agreement and
 - ii. Entered into a written agreement with the Business Associate which binds the third party to terms and conditions pertaining to PHI subject to this Agreement which are materially consistent with, or more protective of PHI than this Agreement; or
 - iii. If the disclosure is required by law.
- 5. *Reporting of Misuse of PHI.* In the event the Business Associate becomes aware of any use or disclosure of PHI obtained by the Business Associate on behalf of the Provider which is not provided for in this Agreement, the Business Associate shall report the use or disclosure immediately to the Provider.
- 6. *Effect of Misuse of PHI.* In the event the Provider receives information which leads the Provider to believe that the Business Associate has materially breached this Agreement, the Provider may at its sole discretion elect to:
 - a. Require the Business Associate to cure the breach at the Business Associate's sole cost and expense;
 - b. Terminate this Agreement; and/or
 - c. Report the Breach to HHS.
- 7. *Effect of Termination of Agreement.* Upon the Termination of this Agreement for any reason:
 - a. The Business Associate Party shall permanently destroy all PHI obtained from or on behalf of the Provider; or
 - b. The Business Associate may archive all or a portion of such PHI in an escrow to the Provider, at the Business Associate's sole expense, for potential use as evidence in regulatory or law enforcement investigative or enforcement proceedings, and administrative or judicial proceedings pertaining to this Agreement, the Provider, and/or any individual(s) to whom such PHI pertains.

PROVIDER

BUSINESS ASSOCIATE

 Signature

Tricia West
 (Print Name)

Administrator
 (Print Title)

 (Date)

 Signature

 (Print Name)

 (Print Title)

 (Date)