

HIPAA BUSINESS ASSOCIATE AGREEMENT

***ADvantage* PROGRAM**

This agreement regarding the HIPAA Privacy Rule is between the *ADvantage* Provider and the Long Term Care Authorities of Tulsa and Enid (LTCAs), serving as the Administrative Agent (AA) for the *ADvantage* Program.

IT IS AGREED AND UNDERSTOOD THAT:

1. *ADvantage* Provider and the LTCAs satisfy the definitions of “covered entity” and “business associate,” respectively, which are contained in the Health Insurance Portability and Accountability Act (HIPAA) regulations issued by the *ADvantage* Provider.
2. Capitalized terms used herein without definition shall have the meanings assigned to such terms in 45 C.F.R. Parts 160 and 164.
3. The LTCAs may use and disclose Protected Health Information (PHI) only as required to satisfy its obligations herein, as permitted herein, or required by law, but shall not otherwise use or disclose any PHI. The LTCAs shall not, and shall ensure that its directors, officers, employees, contractors and agents do not use or disclose PHI received from *ADvantage* Provider in any manner that would constitute a violation of the HIPAA Privacy Standards if so used or disclosed by *ADvantage* Provider, except that the LTCAs may use PHI:
 - a. for the LTCAs’ proper management and administrative services;
 - b. to carry out the legal responsibilities of the LTCAs; or
 - c. to provide data aggregation services relating to the health care operations of *ADvantage* Provider, if required under this contract
4. The LTCAs acknowledge that, as between LTCAs and *ADvantage* Provider, all PHI shall be and remain the sole property of *ADvantage* Provider, including any and all forms developed by the LTCAs in the course of fulfilling its obligations pursuant to this contract. The LTCAs further represents that any request that *ADvantage* Provider discloses, PHI shall be for the minimum necessary PHI needed to carry out this contract.
5. The LTCAs agree that it shall:
 - a. Not use or further disclose PHI other than as permitted or required by this contract or as required by law.
 - b. Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by this contract.
 - c. Immediately report to *ADvantage* Provider any use or disclosure of PHI in violation of this contract of which it becomes aware.

- d. Ensure that any of the LTCAs' agents, including contractors or subcontractors, to whom it provides PHI, which is received from, or created or received by the LTCAs on behalf of *ADvantage* Provider, agrees to the same restrictions and conditions that apply to the LTCAs pursuant to this contract with respect to such PHI.
- e. Make PHI available to the Individual in accordance with 45 C.F.R. § 164.524.
- f. Make available PHI for amendment and incorporate any amendments made by the Individual to PHI in accordance with 45 C.F.R. § 164.526.
- g. Make available such information as is in the LTCAs' possession and is required for the *ADvantage* Provider to provide an accounting of disclosures in accordance with 45 C.F.R.. § 164.528. In the event the request for an accounting is delivered directly to the LTCAs, the LTCAs shall within two (2) days forward such request to the *ADvantage* Provider. The LTCAs hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.
- h. Make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by the LTCAs on behalf of, *ADvantage* Provider available to the Secretary for purposes of determining *ADvantage* Provider's compliance with the Privacy Standards.
- i. Upon termination of the Agreement, return or destroy all PHI received from *ADvantage* Provider or created or received by the LTCAs on behalf of *ADvantage* Provider and which the LTCAs still maintains in any form and retain no copies of such PHI. If the return or destruction is not feasible, the LTCAs shall extend the protections of this agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of such PHI infeasible.

This agreement shall become effective July 1, 2003, and in all other respects, this contract shall remain in effect.

***ADvantage* PROVIDER**

DATE

Agency

Authorized Agent

LONG TERM CARE AUTHORITY OF TULSA

DATE

Deborah Karns, CEO

LONG TERM CARE AUTHORITY OF ENID

DATE

Rick Billings, Executive Director