

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), is entered into by and between \_\_\_\_\_ (“Covered Entity”) on behalf of itself, and its current and future subsidiaries and affiliates, and National Purchasing Corporation d/b/a HPSI, Inc. (“Business Associate”), including all current and future lines of business, affiliates, and subsidiaries. Covered Entity and Business Associate may have entered into various arrangements, and may in the future enter into additional arrangements (collectively, the “Contracts”) pursuant to which Covered Entity and Business Associate provide various items or services to each other [or to Covered Entity’s patients]. This Agreement modifies and supplements the terms and conditions of the Contracts, and the provisions set forth herein shall be deemed a part of the Contracts.

1. **Definitions.** The federal privacy regulations at 45 C.F.R. parts 160 and 164 and the Health Insurance Portability and Accountability Act (42 USC Section 201, et seq.), shall be collectively referred to herein as “HIPAA”. All capitalized terms used in this Agreement have the meaning defined in HIPAA, unless otherwise defined herein.

2. **Purpose: Protected Health Information.** The purpose of this Agreement is to provide assurances regarding our respective responsibilities to maintain strict confidentiality under applicable federal and state laws and regulations relating to Covered Entity’s patient medical information, financial information, and other patient identifiable health information to which Business Associate gains access pursuant to the Contracts (collectively “Protected Health Information”). For purposes of this Agreement, Protected Health Information shall be defined consistent with 45 CFR, Section 160.103. The provisions of this Agreement are specifically intended to meet the business associate contract requirements of the HIPAA privacy standards spelled out in Section 45 CFR, Section 164.504, and the HIPAA Security Standards for Business Associate Contracts outlined in Section 45 CFR 164.314. Business Associate and Covered Entity intend that their respective privacy and security policies, procedures and practices shall meet or exceed all applicable federal and state requirements pertaining to the privacy, security, and confidentiality of Protected Health Information.

3. **Confidentiality of Protected Health Information.** Business Associate shall comply with all applicable federal and state laws and regulations relating to maintaining and safeguarding the confidentiality of Protected Health Information. Business Associate shall assure that Business Associate’s employees, subcontractors and agents comply with such laws and regulations and the provisions of this Agreement. Covered Entity reserves the right to review documentation and other evidence of compliance with this requirement. Neither Business Associate nor any of its employees, subcontractors or agents shall use or further disclose Protected Health Information in any manner that would violate the requirements of this Agreement or the HIPAA privacy regulations as set forth in 45 CFR, Sections 160 and 164. Business Associate may use and disclose Protected Health Information when necessary for Business Associate’s proper management and administration, or to carry out Business Associate’s specific legal responsibilities pursuant to the Contracts. Business Associate shall not disclose more information than the minimum amount necessary to allow Business Associate to perform its functions pursuant to the Contracts. Business Associate shall not use or further disclose Protected Health Information in any manner that would violate the HIPAA privacy standards as set forth in 45 CFR, Sections 160 and 164.

4. **Safeguards for Protected Health Information.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than expressly provided for in this Agreement including implementing administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, maintains, or transmits on behalf of Covered Entity. Business Associate shall assure that any agents or subcontractors to whom it provides any Protected Health Information under this Agreement shall agree in writing to the same restrictions and conditions of Business Associate under this Agreement to assure that such agent or subcontractor complies in all respects with the provisions of this Agreement and the HIPAA privacy standards.

5. **Access to PHI.**

a) **Covered Entity Access.** Within five (5) business days of a request by Covered Entity for access to PHI held by Business Associate, Business Associate will make requested PHI available to Covered Entity.

b) **Patient Access.** If a Patient requests access to PHI directly from Business Associate, Business Associate will within five (5) business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of a Patient's request for PHI and Business Associate will make no such determinations. Only Covered Entity will release PHI to the Patient pursuant to such a request.

6. **Amendment of PHI.** Within five (5) business days of receiving a request from Covered Entity to amend a Patient's PHI, Business Associate will provide such information to Covered Entity for amendment. If the request includes specific information to be included in the PHI as an amendment, Business Associate will incorporate such amendment within five (5) business days of receipt of the request. Business Associate will forward to Covered Entity within five (5) business days any requests by Patients to Business Associate to amend PHI within. Covered Entity will be responsible for making all determinations regarding amendments to PHI and Business Associate will make no such determinations.

7. **Accounting for Disclosures of Protected Health Information.** Business Associate shall cooperate with Covered Entity by providing appropriate information to Covered Entity to fulfill both parties' responsibilities under 45 CFR, Section 164.528. Business Associate agrees to provide an accounting of any disclosures of Protected Health Information for up to the six-year period preceding the date of the request for an accounting. Such information shall include:

- a) the date of the disclosure;
- b) the name and address of the person or entity who received the Protected Health Information;
- c) a brief description of the disclosed Protected Health Information; and
- d) a brief statement of the purpose of the disclosure including an explanation of the basis for such disclosure.

All such information must be provided to Covered Entity by Business Associate on a timely basis but no later than ten (10) days after Covered Entity requests such information in writing.

8. **Patient Request for Disclosure Records.** Within five (5) business days of receipt of a notice from Covered Entity to Business Associate of a Patient's request for an accounting of PHI, Business Associate will provide Covered Entity with the records of disclosures requested in the notice. Business Associate will provide the records for the time period requested by the Patient or for six years before the date on which the accounting was requested by the Patient, as set forth in the notice.

9. **Patient Request to Business Associate.** If a Patient requests an accounting of disclosures directly from Business Associate, Business Associate will forward the request to Covered Entity within five (5) business days of Business Associate's receipt of the request, and will make its records of disclosures available to Covered Entity as otherwise provided in this Section. Covered Entity will be responsible to prepare and delivery the records of disclosure to the Patient. Business Associate will not provide an accounting of its disclosure directly to the Individual.

10. **Covered Entity Provision of Information to Business Associate on Restrictions.** If Covered Entity advises Business Associate of any changes in, or restrictions to the permitted use or disclosure of PHI provided to Business Associate, Business Associate will restrict use or disclosure of PHI consistent with the instructions.

11. **Access to Business Associate's Books and Records.** Business Associate will allow Covered Entity access to its internal practices, books, and records, relating to the use and disclosure of Covered Entity's Protected Health Information to allow Covered Entity to verify compliance with this Agreement. Covered Entity will provide Business Associate with reasonable notice if such access is needed.

12. **Reporting and Auditing of Improper Use of Protected Health Information.** Business Associate shall be responsible for promptly reporting to Covered Entity any inappropriate use or disclosure of Covered Entity's Protected Health Information not provided for by this Agreement within five (5) business days of becoming aware of such inappropriate use or disclosure. Business Associate will also promptly report to Covered Entity any security incident of which it becomes aware which involves, or which Business Associate reasonably believes may involve, Covered Entity Protected Health Information.

13. **HIPAA Requirements.** Business Associate and Covered Entity agree to work cooperatively to meet applicable requirements of the HIPAA regulations.

14. **Termination of Applicable Contract.** This Agreement shall be effective as of the date of the last signature hereto and shall automatically terminate if Business Associate ceases to provide services to Covered Entity (or vice versa) or as otherwise specified in this Section 14. Covered Entity shall have the right to terminate any or all of the Contracts if Business Associate has violated a material term of this Agreement. Upon any such termination, Business Associate shall promptly return or destroy all Protected Health Information received from Covered Entity in connection with the terminated Contracts. If the return or destruction of Protected Health Information is not feasible, Business Associate shall continue the protections required under this Agreement to the Protected Health Information consistent with the requirements of this Agreement and the HIPAA privacy standards.

In the event that Business Associate ceases to do business or otherwise terminates its relationship with Covered Entity, Business Associate agrees to promptly return or destroy all Protected Health Information, received from Covered Entity, in a timely manner.


Business Associate may not assign this Agreement, in whole or in part, without Covered Entity's prior consent. All terms and conditions of this Agreement will be binding upon and inure to the benefit of and be enforced by the parties hereto and their respective successors and permitted assigns.

15. **Business Associate's Privacy and Security Policies and Practices.** Business Associate's privacy and security policies and practices shall meet or exceed current standards set by applicable state and federal law for the protection of Protected Health Information including, without limitation, user authentication, data encryption, monitoring and recording of database access, internal privacy standards and a compliance plan designed to provide assurances that the requirements of this Agreement are met.

If the foregoing meets with the parties' understanding and approval, each party shall show its acceptance and agreement by signing below, at which point this Agreement shall become effective as described in Section 14. This Agreement may be executed in counterparts. By signing below, each undersigned warrants that he/she is an authorized agent of Covered Entity or Business Associate, and his/her signature is binding upon Covered Entity or Business Associate, as applicable.

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NATIONAL PURCHASING  
CORPORATION d/b/a HPSI, INC.**

By:   
Print Name: **Angelle C. Gonzales, RD, LDN**  
Print Title: **Vice President Menu Operations**  
Date: \_\_\_\_\_