



Since 1968

Telesec Answering Service

1290 Lincoln Rd. Ste. 4

Yuba City, CA 95991

Phone 530-751-9331 or Phone 1-877-282-3232

Fax 530-751-3399 or Fax 1-888-262-0313

Website: telesec.net

Send Doc's to: manager@telesec.net

Email: joyce@telesec.net

Dear _____

May 21 2018

As you know, the services we perform for you pursuant to our agreement include the possible receipt, handling, storage, and/or transmittal for you and on your behalf of Protected Health Information (“PHI”) and/or Electronic Protected Health Information (“ePHI”). As a result, under the HIPAA and HITECH statutes you, as the Covered Entity, are required to enter into a Business Associate Contract (“BAC”) with us, as the Business Associate. This BAC sets out the various requirements that each of us must recognize and agree to in order to be compliant with these statutes and the regulations that have been established under the statutes, including the Security and Privacy Rules that we have been informed were only recently finalized. *HIPAA/HITECH/OMNIBUS RULE started with the initial HHS ruling in 2003 and has been updated over the last ten years with the most recent changes effective September 23, 2013.*

We are making every effort to comply with applicable law and these statutes and regulations, as they currently exist, impose on you, as a Covered Entity, as well as us, as a Business Associate, similar obligations, responsibilities and liabilities. Accordingly, so that both of our organizations can be compliant and avoid any possible exposure for violations of these statutes and regulations, we are enclosing this letter of a BAC we have executed for your consideration, review and execution. Please return one signed copy to us and make a copy for your records, so that each of us can keep one for our records, which may be subject to audit by the Department of Health and Human Services pursuant to the statutes.

Thank you for your cooperation and we appreciate your attention to this mutually beneficial effort to comply with applicable law.

Thank you

Joyce Stricker

This Business Associate Agreement ("Agreement") effective as of the compliance date of the Privacy Rule (Defined below) ("Effective Date") by and between ("Covered Entity") **Telesec Answering Service** and hereinafter referred to as "Business Associate" to address the obligations of Business Associate as defined by the Standards for Privacy of Individually Identifiable Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by Sections 13400 through 13424 of the Health Information Technology for Economic Clinical Health Act (HITECH Act) which was enacted as part of the American Recovery and Reinvestment Act of 2009 (ARRA).

Business Associate and Covered Entity agree to the terms and conditions of this Agreement in order to comply with the rules on handling of Protected Health Information ("PHI") under the HIP AA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E ("Privacy Standards"), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C ("Security Standards"), and the HIPAA Breach Notification Regulations, 45 C.F.R. Part 164, Subpart D ("Breach Notification Regulations"), all as amended from time to time.

Business Associate agrees to protect the privacy of Protected Health Information in accordance with the terms set forth below.

1. Terms and Terminology.

1.1. Business Associate. "Business Associate" shall have the meaning given to such term under the Privacy Rule, the Security Rule and the HITECH Act, including, but not limited to, 45 C.F.R. Section 160.103 and 45 V.S.C. Section 17938.

1.2. Covered Entity. "Covered Entity" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 160.103

1.3. Patient. "Patient" means a patient of hospital, medical service provider or Covered Entity.

1.4. Terms. Terms used, but not defined in this Business Associate Agreement shall have the same meaning as those terms in the Privacy Rule or the Security Rule.

1.5. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information contained in 45 CFR Part 160 and Part 164, Subparts A and E.

1.6. Individually Identifiable Health Information. "Individually Identifiable Health Information" means information, including demographic information, that has been collected from a Patient that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual and such information relates to: (a) the past, present, or future physical or mental health or condition of that Patient; (b) the provision of healthcare to that Patient; or, (c) the past, present, or future payment for the provision of healthcare to that Patient.

1.7. Protected Health Information. "Protected Health Information" means Individually Identifiable Health Information that is: (a) received by Business Associate from Covered Entity; (b) received by Business Associate on behalf of Covered Entity; or, (c) created by Business Associate on behalf of Covered Entity (d) used or

disclosed by Business Associate on behalf of Covered Entity only for those purposes necessary to perform services in accordance with this Agreement and any Service Agreement executed between Business Associate and Covered Entity.

1.8. Patient Record. "Patient Record" means any item, collection, or grouping of information that includes Protected Health Information that is maintained, collected, used, or distributed by Covered Entity.

1.9. Services Agreement. "Services Agreement" means the Agreement by and between Covered Entity and Business Associate.

1.10. Person. "Person" means any legal entity or real person.

1.11 Security Rule. "Security Rule" shall mean the security standards contained in 45 CFR Part 160 and Part 164, Subparts A and C.

1.12 Personal Health Records. "Personal Health Records" means electronic records of personal health information, regardless of whether the information has been created or received by the Hospital, provider, health plan, employer, or health care clearinghouse, in order to distinguish it from "Individually Identifiable Health Information" that is created or received by the Hospital, provider, health plan, employer, or health care clearinghouse. Personal Health Records includes the kinds of records managed, shared and controlled by or primarily for the Patient, but not records managed by or primarily for commercial enterprises, such as life insurance companies.

2. Business Associate's Obligations.

2.0. Business Associate Subject to Same Standards and Same Penalties as Covered Entity. Business Associate will comply with the use and disclosure provisions of the Privacy Rule and the security standards regarding administrative, physical and technical safeguards of the Security Rule. Business Associate will be subject to civil and criminal penalties for violation of the Privacy Rule or the Security Rule.

2.1. Use. Business Associate will not use or disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as required by law.

2.2. Safeguards. Business Associate will use appropriate privacy and security measures to prevent the use or disclosure of Protected Health Information other than as permitted under this Business Associate Agreement.

2.3. Mitigation. If Business Associate uses or discloses Protected Health Information in a manner other than as permitted under this Business Associate Agreement, Business Associate will use its best efforts to mitigate the effects of the use or disclosure. These efforts will include, but not be limited to, ensuring that the improper use of Protected Health Information is discontinued immediately, seeking return or destruction of the improperly disclosed Protected Health Information, and ensuring that any person to whom Protected Health Information was improperly disclosed will not re-disclose such information.

2.4. Duty to Report. Business Associate will promptly report to Covered Entity any use or disclosure of Protected Health Information of which Business Associate is aware that is not expressly authorized under this Business Associate Agreement.

2.5. Agents. Business Associate will ensure that any of its employees, agents, subcontractors, or other third parties with which Business Associate does business are aware of and are bound to abide by Business Associate's obligations under this Business Associate Agreement.

2.6. Amendments. Business Associate understands that a Patient has the right to amend the Protected Health Information in his or her Patient Record. If Patient makes a request for amendment directly to Business Associate, Business Associate will forward such request to Covered Entity. Covered Entity will be responsible for making all determinations regarding amendments to PHI and Business Associate will make no such determination.

2.7. Access. Business Associate agrees to provide access, at the request of Covered Entity, in a reasonable time and manner, to Protected Health Information in a designated record set, to Covered Entity, or as directed by Covered Entity, to a Person in order to meet the requirements under 45 C.F.R. 164.524.

2.8. Duty to Document Disclosures.

(a) Business Associate will keep a record of any disclosure it makes of Protected Health Information to (b) any other person or third parties. The documentation shall include:

- (i) the date of the disclosure;
- (ii) the name of the person receiving the Protected Health Information, and, if known, the address of such person; and,
- iii. a brief statement of the purpose of the disclosure or, instead of such statement, a copy of the request for disclosure.
- iv. (c) Notwithstanding Section 2.8(a), Business Associate is not required to document the following disclosures:
 - (i) disclosures made to carry out treatment, payment, or health care operations;
 - (ii) disclosures made incidental to carrying out describe treatment, payment, and health careoperations;
 - (iii) disclosures made prior to April 14, 2003;
- iii. disclosures made to provide the Patient with access to his or her Protected Health Information under Section 2.6;
- iv. disclosures made pursuant to a Patient's written authorization;
- v. disclosures required by law for national security or intelligence purposes;
- vi. disclosures to correctional institutions or law enforcement officials having lawful custody of a Patient;
- vii. disclosures made as part of a limited data set;
- viii. disclosures made to persons involved in the individual's care; and
- ix. disclosures made for notification purposes such as in an emergency.

2.9. Accounting of Disclosures. Business Associate understands that a Patient has the right to an accounting of disclosures of Protected Health Information. Business Associate will forward the request and its disclosure record to Covered Entity. Covered Entity will be responsible for preparing and delivering the accounting to the Patient. Business Associate will not provide an accounting of its disclosure directly to any Patient or Person.

2.10. Policies and Procedures. Business Associate represents and warrants that it will use and disclose Protected Health Information in accordance with Covered Entity's Minimum Necessary Policies and Procedures.

2.11. Other Uses and Disclosures. Business Associate will not use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or the Security Rule if used or disclosed by Hospital.

2.12. Books and Records. Business Associate agrees to make all internal practices, books, and records relating to the use and disclosure of Protected Health Information available to Hospital or to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by Hospital or the Secretary for the purposes of the Secretary determining Hospital's compliance with the Privacy Rule and the Security Rule.

2.13. Business Associate's Obligations Regarding Unsecured Protected Health Information. Business Associate shall comply with the following obligations that relate to Unsecured Protected Health Information.

a) Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Regulations, within 5 business days of the date Business Associate learns of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Regulations.

3. Permitted Uses and Disclosures by Business Associate.

Except as otherwise provided in this Business Associate Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services as specified in this Agreement and any applicable Services Agreement.

4. Obligations of Covered Entity.

4.1. Notice of Privacy Practices. To the extent that such limitation or restriction may affect Business Associate's use or disclosure of Protected Health Information, Covered Entity shall notify Business Associate of:

- a. any limitation(s) in its Notice of Privacy Practices;
- b. any changes in, or revocation of, permission by a Patient to use or disclose Protected Health Information; and,
- c. any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed.

4.2. Permissible Requests. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if used or disclosed by Covered Entity.

5. Term and Termination.

5.1. Term. The Term of this Business Associate Agreement shall be effective as of the date this Business Associate Agreement is signed and shall continue in effect until all obligations of the parties have been met, unless terminated by mutual agreement of the parties or as provided in Section 5.

5.2. Termination for Cause. Covered Entity may immediately terminate this Business Associate Agreement and the Services Agreement if it determines that Business Associate has breached a material provision of this Business Associate Agreement by providing written notice of termination to the Business Associate.

5.3. Effect of Termination.

(a) Except as provided in Section 5.3(b), upon termination of this Agreement for any reason, Business Associate will return or destroy all Protected Health Information, including Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of Protected Health Information unless it is required to complete the obligations in the Services Agreement.

(b) To the extent that it is not feasible for Business Associate to return or destroy all Protected Health Information,

- (i) Business Associate's obligations under this Business Associate Agreement shall continue for as long as Business Associate maintains such Protected Health Information; and,
- (ii) Business Associate's further uses and disclosures of Protected Health Information shall be limited to those purposes that make it not feasible for Business Associate to return or destroy the information for as long as Business Associate maintains such Protected Health Information.

6. Indemnification.

Notwithstanding any provisions to the contrary in this Business Associate Agreement or the Services Agreement Business Associate will indemnify, defend, and hold harmless Covered Entity, its officers, directors, employees, medical personnel, and agents from any and all damages, claims, actions, liability, and expenses (including the cost of judgments, settlements, court costs, and attorney's fees) relating to or resulting from Business Associate's breach of this Business Associate Agreement.

7. Insurance.

Throughout the Term of this Business Associate Agreement, Business Associate will maintain an insurance policy that insures Business Associate against liabilities arising against Business Associate and under Section 7 with terms and minimum coverage that are reasonably acceptable to Covered Entity.

8. Representation and Warranty.

8.1 Mutual Representation and Warranty. Business Associate and Covered Entity each represents and warrants to the other that all of its employees, agents, representatives, and members of its work force, whose services may be used to fulfill obligations under this Business Associate Agreement and/or the Services Agreement, are or shall be appropriately informed of the terms of this Business Associate Agreement and are under legal obligation to fully comply with all provisions of this Business Associate Agreement.

9. No Third Party Beneficiaries.

Nothing express or implied in this Business Associate Agreement is intended to confer, or shall confer, any rights, remedies, or liabilities upon any person other than Business Associate and Covered Entity.

10. Successors and Assigns.

10.1. Effect of Assignment. This Business Associate Agreement shall be binding upon and shall inure to the benefit of Business Associate and Covered Entity and their respective transferees, successors and assigns and

either party shall not have the right to assign or transfer this Business Associate Agreement, or Business Associate's rights and obligations hereunder, without the other party's prior written consent.

10.2. Return of Protected Health Information.

(a) Upon assignment or transfer of this Business Associate Agreement, Business Associate shall transfer all Protected Health Information to the possession of the transferee(s), successor(s), or assign(s). Except as provided in Section 11.2 if for any reason Business Associate retains Protected Health Information, Business Associate will return such information to Hospital or destroy such information, including Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of Protected Health Information.

(b) To the extent that the parties agree that it is not feasible for Business Associate to return or destroy some or all Protected Health Information, the Business Associate shall be bound by the provisions of Section 5.3(b).

11. Miscellaneous

11.1. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule or the Security Rule or a term defined in the Privacy Rule or the Security Rule means the section or definition as in effect or as amended.

11.2. Amendment. Business Associate and Covered Entity agree to take such action to amend this Business Associate Agreement as is necessary for both parties to comply with the requirements of the Privacy Rule and the Security Rule and the Health Insurance Portability and Accountability Act of 1996.

11.3. Survival. The respective rights and obligations of Business Associate under Section 5 of this Business Associate Agreement shall survive the termination of this Business Associate Agreement and the Services Agreement.

11.4. Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved to permit both parties to comply with the Privacy Rule and the Security Rule.

11.5 Captions and Headings. The captions and headings in this Business Associate Agreement are included for convenience and reference only, and shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of, or the scope or intent of, this Business Associate Agreement.

Covered Entity,

By: _____ Dated: _____,

Printed Name:

Printed Title:

Vendor / Business Associate

By: _____ Dated: _____,

Printed Name: Joyce A Stricker

Printed Title: Owner

Contact for Notices under This Agreement:

Account

Attention

Address

City, State and Zip

And,

VENDOR: Telesec Answering Service

ADDRESS: 1290 Lincoln Rd. Ste 4

ST ZIP: Yuba City, CA 95991 (530-751-9331)

**HIPAA MAY MAKE YOU
CRAZY**



BUT IT IS THE LAW!

It is urgent that you sign immediately and return, if you do not wish to sign and return, please send a certified letter stating your agency will be claiming all responsibility for any and all PHI breaches for your agency.

Please sign and return this so we have it in your file, in order to protect both parties all T's should be crossed and all I's dotted when it comes to HHS or OCR investigations on behalf of PHI: please make sure your delivery method is within the HIPAA and HITECH terms to avoid penalties, if you are not sure please call and ask for Joyce so that I can review your account.