

SECTION TWO:
OBLIGATIONS AND ACTIVITIES AS BUSINESS ASSOCIATE

2.01 Both Parties agree to:

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- B. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;
- C. Report to the other party any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- D. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of a Party agree to the same restrictions, conditions, and requirements that apply to the Party with respect to such information;
- E. Make available protected health information in a designated record set to the other as necessary to a Party's obligations under 45 CFR 164.524;
- F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Parties pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy a Party's obligations under 45 CFR 164.526;
- G. Maintain and make available the information required to provide an accounting of disclosures to the other Party as necessary to satisfy a Party's obligations under 45 CFR 164.528;
- H. To the extent the either or both Parties is to carry out one or more of a Party's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to a Party in the performance of such obligation(s); and
- I. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

SECTION THREE:
PERMITTED USES AND DISCLOSURES AS BUSINESS ASSOCIATE

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- C. Make uses and disclosures and requests for protected health information.
- D. Not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by the other Party except for the specific uses and disclosures set forth below.
- E. Use protected health information for the proper management and administration of the Party or to carry out the legal responsibilities of the Party.
- F. Disclose protected health information for the proper management and administration of the Party or to carry out the legal responsibilities of the Party, provided the disclosures are required by law, or Party obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the other Party of any instances of which it is aware in which the confidentiality of the information has been breached.

- G. Provide data aggregation services relating to the health care operations of the Party.

**SECTION FOUR:
PROVISIONS AS COVERED ENTITY TO INFORM BUSINESS ASSOCIATE
OF PRIVACY PRACTICES AND RESTRICTIONS**

- 4.01 Both Parties shall notify the other of any limitation(s) in the notice of privacy practices of under 45 CFR 164.520, to the extent that such limitation may affect a Party's use or disclosure of protected health information.
- 4.02 Both Parties shall notify the other of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect a Party's use or disclosure of protected health information.
- 4.03 Both Parties shall notify the other of any restriction on the use or disclosure of protected health information that either Party has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect a Party's use or disclosure of protected health information.

**SECTION FIVE:
PERMISSIBLE REQUESTS AS COVERED ENTITY**

Neither Party shall request the other to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by the requesting Party.; except that each Party may use or disclose protected health information for, and the agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Parties.

**SECTION SIX:
TERM AND TERMINATION**

- 6.01 The Term of this Agreement shall be effective upon execution of the last party and shall terminate on October 1, 2018 or the date covered entity terminates for cause as authorized in Section 6.02, whichever is sooner.
- 6.02 Termination for Cause. The Parties authorize termination of this Agreement by each other, if a Party determines that the other has violated a material term of the Agreement.
- 6.03 Obligations of both Parties upon Termination:
- A. Retain only that protected health information which is necessary for each party to continue its proper management and administration or to carry out its legal responsibilities;
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- 6.04 Survival. The obligations of the Parties under this Section shall survive the termination of this Agreement.

**SECTION SEVEN:
MISCELLANEOUS**

- 7.01 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 7.02 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 7.03 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below:

Attest: *Dianne Wilson*
Dianne Wilson, County Clerk

FORT BEND COUNTY

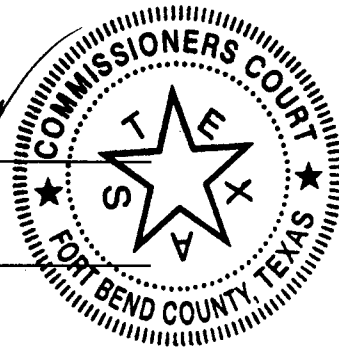
By:

Robert E. Hebert

Robert E. Hebert, County Judge

Date:

11/5/2013



TEXANA CENTER

By:

George Patterson

George Patterson, Chief Executive Officer

Date:

10.9.13

Attest:

Witness

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COUNTY OF FORT BEND **§**

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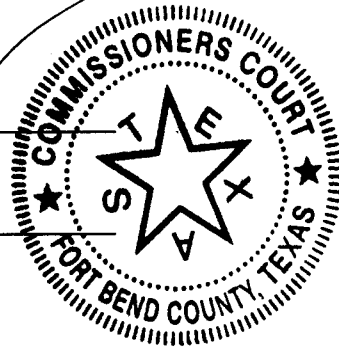
By:

Robert E. Hebert

Robert E. Hebert, County Judge

Date:

11/5/2013



OAKBEND MEDICAL CENTER

By:

Joe Freudenberger

Joe Freudenberger, Chief Executive Officer

Date:

10/16/13

Attest:

Witness

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

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**BUSINESS ASSOCIATE AGREEMENT BETWEEN
ACCESSHEALTH AND FORT BEND COUNTY**

WHEREAS, the FORT BEND COUNTY and AccessHealth (collectively the "Parties") are both participants in the Medicaid Transformation Waiver 1115 federal waiver program that allows the State of Texas to expand Medicaid managed care while preserving hospital funding, provides incentive payments for health care improvements and which directs more funding to hospitals that serve large numbers of uninsured patients; and

WHEREAS, participation in the Waiver Program requires the development of Regional Healthcare Partnerships; and

WHEREAS, both Parties wish to work as a Regional Healthcare Partnership in Fort Bend County, which will necessarily involve access to confidential medical information to achieve the mutual goals of the Parties; and

WHEREAS, both Parties are covered entities under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) who each wish to be a Business Associate of the other.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, FORT BEND COUNTY and ACCESSHEALTH hereby agree as follows:

**SECTION ONE:
DEFINITIONS**

1.01 Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.02 Specific definitions:

- A. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.
- B. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.
- C. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

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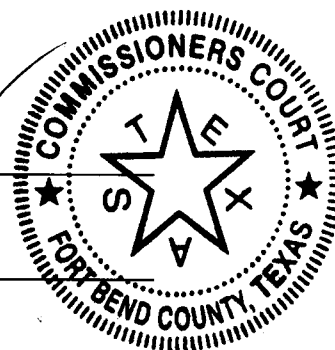
By:

Robert E. Hebert

Robert E. Hebert, County Judge

Date:

11/5/2013



ACCESSHEALTH

By:

Carol Edwards

Carol Edwards, Chief Executive Officer

Date:

10/14/13

Attest:

Catherine K. Zagala

Witness