



## BUSINESS ASSOCIATE AGREEMENT

According to the administrative simplification requirement of the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996, as set forth in Title 45, parts 160 and 164 of the Code of Federal Regulations (“CFR”), the Standards for Privacy of Individually Identifiable Health Information, (hereinafter the “Rule”)

Self Funded Employer \_\_\_\_\_ (herein “**You/Your**”) a Covered Entity  
and  
Utilization Review and Case Management Company **Sentinel Management Services, Inc.** (herein “**We/Us/Our**”) a Business Associate of Covered Entity (jointly “**the Parties**”)

enter into an Agreement that addresses the requirements of the Rule with respect to “business associates,” as that term is defined in the Rule.

Specifically, this Agreement is intended to ensure **we** establish and implement appropriate safeguards for “Protected Health information” created, received, used or disclosed in connection with certain functions, activities, or services (collectively “services”) **we** provide to **you**. Protected Health Information (“PHI”) is defined as individually identifiable health information maintained or transmitted in any form or medium, including without limitation, all information (including demographic, medical and financial information), data, documentation, and materials that relate to:

- the past, present or future physical or mental health or condition of an individual;
- the provision of health care to an individual; or,
- the past, present or future payment for the provision of health care to an individual.

PHI does not include health information that has been de-identified in accordance with the standards for de-identification provided for in the Rule.

In connection with **our** creation, receipt, use or disclosure of PHI, **the Parties** agree:

### General Terms

- 1) All capitalized terms of this Agreement have the meanings set forth in the HIPAA Privacy Rule, Title 45, Parts 160 and 164 of the CFR unless otherwise defined herein.
- 2) If there is inconsistency between the provisions of this Agreement and the mandatory terms of the Rule, as may be amended from time to time by the Department of Health and Human Services (HHS) or as a result of interpretations by the HHS, a court, regulatory agency with authority over the Parties – such interpretations will prevail. If there is conflict among interpretations, resolution is by the rules of precedence.
- 3) If provisions of this Agreement are different from those mandated by the Rule, but are permitted by the Rule, the provision of the Agreement will control.
- 4) Except as expressly provided in the Rule or this Agreement, this Agreement does not create any rights to third parties.

### Our Obligations

- 1) **We** agree to create, receive, use or disclose PHI only in a manner consistent with this Agreement or the Rule.
- 2) In providing services to or for **you**, **we** will be permitted to use and disclose PHI for “treatment, payment and health care operations” in accordance with the Rule. Additionally, **we** may use or disclose PHI if in **our** capacity as a business associate if:
  - a) the use relates to: **our** proper management and administration or to carry out legal responsibilities; or, data aggregation relating to **your** Health Care Operations; or,
  - b) the disclosure of information is connected to a function, responsibility, or service identified and disclosure is required by law or **we** obtain reasonable assurances from the person to

- 3) **We** will only disclose PHI to a third party(ies) under the following conditions:
  - a) only the Minimum Necessary Information will be disclosed and only if it is required by the Receiving Party to accomplish a function or responsibility under the health plan.
  - b) reasonable assurances are obtained by written contract that PHI shall be held in confidence and use or further disclosure will only be for the purpose for which it was originally disclosed or as required by law.
- 4) **We** will require each of **our** agents or subcontractors for whom **we** provide PHI the same restrictions and conditions on the use and disclosure of PHI as set forth herein.
- 5) **We** will develop, implement and maintain appropriate administrative, technical and physical safeguards as necessary to ensure that PHI is not used or disclosed except as provided for by this Agreement or by law.
- 6) **We** shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on **your** behalf pertaining to an Individual. **We** shall document and keep these security measures current.
- 7) If **we** conduct any Standard Transaction for or on **your** behalf, **we** will comply and shall require any subcontractor or agent conducting such Standard Transaction to comply with each applicable requirement of Title 45, Part 162 of the CFR. **We** shall not enter into or permit **our** subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on **your** behalf that: a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; b) adds any Health Information elements or segments to the maximum defined Health Information set; c) uses any code or Health Information elements that are either marked “not used” in the Standard’s Implementation Specification or are not in the Standard’s Implementation Specification(s); or, d) changes the meaning or intent of the Standard’s Implementation Specification(s).
- 8) **We** shall report to **you** any use or disclosure of PHI not authorized by this Agreement or required by law. **We** shall report to **your** Privacy Official not less than 48 hours after **we** learn of such unauthorized use or disclosure.
- 9) In accordance with Title 45, Part 164, Subpart E, CFR Section 164.524 of the Rule, **we** will make available to those Individuals who are subjects of PHI, their PHI in Designated Record Sets by providing the PHI to **you** or the Individual, by forwarding the PHI directly to the Individual or by making the PHI available to such Individual at the time and manner set forth in **your** health information privacy policies and procedures.
- 10) **We** shall make any amendment(s) to PHI in a Designated Record Set that **you** direct or agree to pursuant to Title 45, Part 164, Subpart E, and Section 165.526 CFR at **your** request or an Individual and in the time and manner set forth in **your** health information privacy policies and procedures.
- 11) **We** shall document disclosures of PHI as would be required for **you** to respond to a request by an Individual for an Accounting of Disclosure of PHI in accordance with Title 45, Part 164, Subpart E, and Section 164.528 of the CFR.
- 12) **We** shall make available during normal business hours to the HHS and to **you** or **your** agents, **our** internal practices, books and records relating to the use and disclosure of PHI.

## **Your Obligations**

- 1) **You** shall provide **us** a copy of **your** Notice of Privacy Practices.
- 2) **You** shall notify **us** of any limitation(s) in **your** notice of privacy practices in accordance with 45 CFR Section 164.520 to the extent that such limitation may affect **our** use or disclosure of PHI.
- 3) **You** shall notify **us** of any changes in or revocation of permission by Individual to use or disclose PHI to the extent that such change may affect **our** use or disclosure of PHI.
- 4) **You** shall notify **us** of any restriction to the use or disclosure of PHI that **you** have agreed to in accordance with 45 CFR Section 164.522 to the extent that such restriction may affect **our** use or disclosure of PHI.
- 5) **You** shall not request **us** to use or disclose PHI in any manner that would not be permissible under the Rule. The only exception to this is if **we** use or disclose PHI and the contract includes provision for **our** data aggregation or management and administrative activities.

**Term and Termination**

The term of this Agreement shall be effective as of the date indicated below (effective date) and shall terminate when the entire PHI provided by **you**, **us** or created or received by **us** on **your** behalf is destroyed or returned to **you**.

Termination for cause. Upon **your** knowledge of a material breach by **us**, **you** shall either:

- provide an opportunity for **us** to cure the breach or end the violation within a time frame **you** specify;
- immediately terminate this agreement if **we** have breached a material term of the Agreement and cure is not possible; or,
- if neither termination nor cure is feasible, **you** shall report the violation to the Secretary.

Upon termination of this Agreement for any reason, **we** shall extend the protections of this Agreement to such PHI and limit further use and disclosure for so long as **we** maintain such PHI.

**In Witness Whereof, the Parties** hereto have caused this Agreement to be executed by their duly authorized representatives as of \_\_\_\_\_ (effective date). For purposes of this Agreement, signatures when communicated by facsimile transmission or as a scanned document sent via email shall be binding if transmitted in either fashion with electronically reproduced signatures treated as original.

**Sentinel Management Services, Inc.**  
**(Business Associate)**

**Employer Name** \_\_\_\_\_  
**(Covered Entity)**

By \_\_\_\_\_

By \_\_\_\_\_

(Print Name) Robert Hettrick

(Print Name) \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Email: [bhettrick@sentinel4health.com](mailto:bhettrick@sentinel4health.com)

Email: \_\_\_\_\_

Mailing Address:

Mailing Address:

PO Box 8377

\_\_\_\_\_

Lancaster PA 17604

\_\_\_\_\_

Phone #: 800-432-8877

Phone #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_