

COUNTY OF TULARE
EXHIBIT D
TO HSA SERVICES AGREEMENT
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) REQUIREMENTS
(Form revision approved 01/01/2018)

CONTRACTOR shall comply with this Health Insurance Portability and Accountability Act (HIPAA) Business Associate Exhibit as part of its services under the Agreement (the "Agreement") to which this Exhibit is attached.

A. Definitions: Terms used in this Exhibit but not otherwise defined in the Agreement shall have the same meaning as those terms in the Privacy Rule.

1. *Business Associate.* "Business Associate" shall mean CONTRACTOR.
2. *Covered Entity.* "Covered Entity" shall mean COUNTY.
3. *Data Aggregation.* "Data Aggregation" shall mean, with respect to Protected Health Information created or received by CONTRACTOR, the combining of such Protected Health Information by the CONTRACTOR with the Protected Health Information received by CONTRACTOR in its capacity as a business associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.
4. *Designated Record Set* shall mean a group of records maintained by or for COUNTY that is:(i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for COUNTY to make decisions about individuals.
5. *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
6. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

7. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. §164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY.
8. *Record.* "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for COUNTY.
9. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.501.
10. *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

B. Obligations and Activities of CONTRACTOR:

1. CONTRACTOR shall not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
2. CONTRACTOR shall use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement.
3. CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of the Agreement.
4. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware.
5. CONTRACTOR shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information shall comply with the same restrictions and conditions that apply

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to CONTRACTOR with respect to such information. At the request of COUNTY and in the time and manner requested by COUNTY, CONTRACTOR shall provide access to Protected Health Information in a Designated Record Set to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 C.F.R. §164.524.

6. CONTRACTOR shall make any amendment(s) to Protected Health Information in a Designated Record Set that COUNTY directs or shall pursuant to 45 C.F.R. §164.526 make any amendment at the request of an Individual as appropriate and in the time and manner required by 45 C.F.R. §164.526.
7. CONTRACTOR shall make available to COUNTY its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information, and Protected Health Information, in a time and manner requested by COUNTY for purposes of determining CONTRACTOR'S and/or COUNTY'S compliance with the Privacy Rule.
8. CONTRACTOR shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528.
9. CONTRACTOR shall provide to COUNTY or an individual, in time and manner designated by COUNTY, information collected in accordance with 45 C.F.R. § 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

C. General Use and Disclosure Provisions:
Except as otherwise limited in the

Agreement, CONTRACTOR may use or disclose Protected Health Information on behalf of, or to provide services to, COUNTY, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

D. Specific Use and Disclosure:

1. Except as otherwise limited in the Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR.
2. Except as otherwise limited in the Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in the Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).
4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate federal and state authorities consistent with § 164.502(j)(1).

E. Obligations of COUNTY:

1. COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy

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practices of COUNTY in accordance with 45 C.F.R. §164.520, to the extent that such limitation(s) may affect CONTRACTOR'S use or disclosure of Protected Health Information.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information.
3. COUNTY shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

F. Impermissible Requests: Except as otherwise provided herein, COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY.

G. Miscellaneous:

1. *Regulatory References.* A reference in the Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. *Amendment.* The Parties agree to take such action as is necessary to amend the Agreement from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of the Agreement.
4. *Interpretation.* Any ambiguity in the Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule.

5. *Return or Destruction of Protected Health Information.* At termination of the Agreement, CONTRACTOR shall, if feasible, return or destroy all protected health information received from , or created or received by, CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of the Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.
6. *Termination of the Agreement.* COUNTY may immediately terminate the Agreement if COUNTY determines that CONTRACTOR has violated a material term of this Exhibit's provisions.