

This Business Associate Agreement (the “Agreement”) is effective as of the Agreement Date by and between Regis University and _____ (Business Associate”).

Whereas, Regis University has engaged Business Associate to perform services or provide goods, or both;

Whereas, Regis University possesses Individually Identifiable Health Information that is protected under the HIPAA Regulations and is permitted to use or disclose such information in accordance with the HIPAA Regulations;

Whereas, Business Associate may receive such information from Regis University, or create and receive such information on behalf of Regis University, in order to perform certain of the services or provide certain of the goods, or both; and

Whereas, Regis University wishes to ensure that Business Associate will appropriately safeguard Individually Identifiable Health Information;

Regis University and Business Associate agree as follows:

1. Definitions

1.1. Breach shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined.

1.2. Business Associate and shall generally have the same meaning as the term "business associate" in 45 CFR 160.103

1.3. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules in 45 CFR Part 160 and Part 164.

1.4. HITECH Provisions shall mean those provisions of the HITECH Act of the American Reinvestment and Recovery Act of 2009 imposing requirements on business associates with respect to privacy, security and breach notification, plus any regulations adopted by the Secretary to implement the HITECH Act business associate provisions.

1.5. Hybrid Entity shall generally have the same meaning as the term "Hybrid Entity" in 45 CFR 164.103 and 45 CFR 164.105(a)(2)(iii)(C) and the Regis University Declaration of Hybrid Entity Status.

1.6. Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.7. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR part 160 and part 164, subparts A and E.

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1.8. Protected Health Information shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Regis University.

1.9. Required by Law shall have the same meaning as the term "required by law" in 45 CFR 164.501.

1.10. Security Rule shall mean the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR Part 160 and Part 164, Subparts A and C.

2. Obligations and Activities of Business Associate

2.1. Business Associate agrees not to use or further disclose protected health information other than as permitted or required by the Agreement or as required by law.

2.2. Business Associate agrees to 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 the Agreement.

2.3. Business Associate agrees to report to Regis University 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 in 45 CFR 164.410, and any security incident of which it becomes aware.

2.3.1. Such disclosures must be made to Regis University within 5 days of discovery by the Business Associate to:

Sheila Carlon, HSA Division Director
Regis University
3333 Regis Blvd.
Denver, CO 80221
303 458 4108
PrivacyOfficer@Regis.edu

With a copy to:
Chuck Steigerwalt,
Information Security Officer
Regis University
Mail Stop N-4
3333 Regis Blvd.
Denver, CO 80221
csteiger@regis.edu

2.4. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Regis University agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2).

2.5. Business Associate agrees to provide access, at the request of Regis University, and in the time and manner designated by Regis University, to Protected Health Information in a Designated Record Set, to Regis University or, as directed by Regis University, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.6. Business Associate agrees to make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Regis University pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Regis University obligations under 45 CFR 164.526;

2.7. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Regis University to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

2.8. Business Associate agrees to make its internal practices, books, and records available to Regis University for purposes of determining compliance with the HIPAA Rules.

2.9. Business Associate agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services or the Secretary's duly authorized representative for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

3.1. Business associate may only use or disclose protected health information as necessary to perform the services contracted between Regis University and the Business Associate in accordance with this agreement and any other data use agreements that exist between Regis University and the Business Associate.

3.2. Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Regis University except for the specific uses and disclosures set forth below.

3.2.1. Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate 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 business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.2.2. Business associate may provide data aggregation services relating to the contracted services for Regis University.

4. Obligations of Regis University

4.1. Regis University shall provide Business Associate with the notice of privacy practices that Regis University produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

4.2. Regis University shall notify Business Associate of any limitation(s) in its notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.3. Regis University shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

4.4. Regis University shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Regis University has agreed to in accordance with 45 CFR 164.522.

4.5. Permissible Requests by Regis University: Regis University 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 done by Regis University.

5. Term

5.1 This Agreement shall become effective immediately upon contract signature by both parties and shall continue to remain in effect as long as any underlying contract between Regis University and the Business Associate remains in force or the agreement is terminated in accordance with Section 6. Certain provisions and requirements of this Agreement shall survive its termination in accordance with Section 7.

6. Termination Upon Breach of Provisions

6.1 Notwithstanding any other provision of this Agreement, Regis University may immediately terminate this Agreement if it determines that Business Associate has violated a material term of this Agreement.

6.2 Alternatively, Regis University may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure the breach or end the violation.

6.3 Regis University shall also have the option to immediately stop all further disclosures and access to PHI and/or ePHI by the Business Associate if Regis University reasonably determines that Business Associate has breached its obligations under this Agreement.

6.4 In the event that termination of this Agreement is not feasible, Business Associate hereby acknowledges that the Regis University may be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

7. Obligations of Business Associate Upon Termination

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from Regis University, or created, maintained, or received by business associate on behalf of Regis University, shall:

7.1 Except as provided in the following paragraphs, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Regis University, or created or received by Business Associate on behalf of Regis University in accordance with State and Federal retention guidelines. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate and its subcontractors, if any, shall retain no copies of the Protected Health Information.

7.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Regis University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return, or destruction of Protected Health information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7.3 In the event Regis University and Business Associate agree that Business Associate shall retain Protected Health Information after the termination of this Agreement, with respect to Protected Health Information received from Regis University, or created, maintained, or received by Business Associate on behalf of Regis University, Business Associate shall:

7.3.1 Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

7.3.2 Return to Regis University or, if agreed to by Regis University, destroy the remaining protected health information that the Business Associate still maintains in any form;

7.3.3 Continue to 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 the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;

7.3.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions which applied prior to termination; and

7.3.5 Return to Regis University or, if agreed to by Regis University, destroy the protected health information retained by business associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

8. Miscellaneous

8.1 No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

8.2 Amendment. Business Associate and Regis University agree to amend this Agreement to the extent necessary to allow either party to comply with the HIPAA privacy and security standards or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

8.3 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Regis University to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

8.4 Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.



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8.5 Indemnification. Business Associate shall defend and indemnify Regis University against, and hold Regis University (including Regis University affiliates, and its and their officers, directors, trustees, employees, and agents) harmless from any and all loss, damage, penalty, liability, cost and expense, including without limitation, reasonable attorney’s fees and disbursements, that may be incurred, imposed upon, or asserted against Regis University, the Business Associate by reason of any claim, regulatory proceeding, or litigation arising directly or indirectly from any act or omission of Business Associates or its Subcontractor or their officers, directors, employees, subcontractors, agents, representatives and/or other persons acting on its behalf, with respect to using or disclosing PHI, or maintaining the security, confidentiality, integrity and availability of Electronic PHI, in accordance with this Agreement or applicable federal or state law.

8.6 Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof, including any prior Agreement signed by the parties to comply with HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations and/or the HITECH Standards, if any. Except to the extent specifically amended hereby, the provisions of the Agreement shall remain modified, and the Agreement as amended hereby is confirmed as being in full force and effect.

In witness whereof, the parties hereto have duly executed this Agreement as of _____, the Agreement Date.

Business Associate

Regis University

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____