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HIPAA Omnibus Rule BUSINESS ASSOCIATES AGREEMENT

Term

The Term of this Agreement shall be effective as of _____ (**Today's Date**), and shall terminate upon the date that Professional Interpreting Enterprise terminates as authorized in paragraph (b) of Termination Section.

Definitions

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, Healthcare Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "**Business Associate**" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean _____ (**Name of Business Associate**).

(b) Covered Entity. "**Covered Entity**" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean **any medical entity working with Professional Interpreting Enterprise**.

(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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Obligations and Activities of Business Associate _____ (Name of Business Associate) agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to ePHI electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Professional Interpreting Enterprise any use or disclosure of PHI 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; The Business Associate, will report these immediately or not more than 5 business days after such a discovery.

The Professional Interpreting Enterprise with the Business Associate will handle breach notifications to Covered Entities, individuals, the HHS Office for Civil Rights (OCR), and potentially the media as its own breach.

Reporting is made to: HHS at this link:

<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/breachnotificationrule.html>

- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Business Associates that create, receive, maintain, or transmit protected health information on behalf of Professional Interpreting Enterprise agree to the same restrictions, conditions, and requirements that apply to Professional Interpreting Enterprise with respect to such information;
- (e) Make available PHI (protected health information) in a designated record set to Professional Interpreting Enterprise as necessary to satisfy Covered Entities' obligations under 45 CFR 164.524;

The Business Associate will respond to a request for access that the Business Associate receives directly from an individual for responsive

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business purpose, this will be either ***via email, (read-receipt option) and /or via registered mail, within 5 business days of a request.***

(f) The Business Associate will make any amendment(s) to PHI protected health information in a designated record set as directed or agreed to by the Covered Entities pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entities' obligations under 45 CFR 164.526; and:

The Business Associate will respond to a ***request for amendment*** when received directly from the individual either ***via email, (read-receipt option) and /or via registered mail, within 5 days*** of a request and the Business Associate will forward the individual's request to the Covered Entities ***with any amendments*** to the information in the designated record set will be incorporated.

(g) Maintain and make available the information required to provide an ***accounting of disclosures*** to Professional Interpreting Enterprise, the Covered Entity and also to the Individual, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

The Business Associate will respond to a request for accounting of disclosures when received directly from the individual either via ***email, (read-receipt option) and /or via registered mail, either, within 5 days*** of a request ***and*** the Professional Interpreting Enterprise will ***forward the individual's request to the Covered Entity*** with any ***Accounting of Disclosures*** to the information in the designated record set will be incorporated.

(h) To the extent the Business Associate is to carry out one or more of Covered Entities' obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) The Business Associate will make its internal practices, books, and records available to legal inspectors, The HHS and Covered Entity for purposes of determining compliance with the HIPAA Rules.

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Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose PHI protected health information pertaining only to situations necessary to perform direct services to clients or provide to Professional Interpreting Enterprise to invoice for these services.

In addition to other permissible purposes, the Business Associate is authorized to use PHI protected health information to **de-identify the information** in accordance with 45 CFR 164.514(a)-(c). The Business Associate may de-identify the information, permitted uses and disclosures by means legal and necessary to formulate this identity.

(b) Business Associate may use or disclose PHI protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for PHI protected health information in timely and legal fashion consistent with Covered Entity's minimum necessary policies and procedures, which are defined as: the *least* effort and information disclosure necessary to complete this task.

(d) Business Associate may not use or disclose PHI protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below:

(e) Business Associate may use PHI protected health information for the proper management and administration to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law and 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. Notifications will be made to the Business Associate of any instances in which the confidentiality of the PHI information has been breached.

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Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered Entity may notify Professional Interpreting Enterprise of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI protected health information.
- (b) Covered Entity shall notify Professional Interpreting Enterprise of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI protected health information, to the extent that such changes may affect Business Associate's use or disclosure of PHI protected health information.
- (c) Covered Entity shall notify Professional Interpreting Enterprise of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI protected health information.

Permissible Requests by Covered Entities

Covered Entities **shall not request** Business Associate 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 Covered Entities.

Termination

- (a) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement (and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity).
- (b) Obligations of Business Associate Upon Termination. Business Associate shall retain no copies of the protected health information except to use or disclose PHI protected health information for its own management and administration or to carry out its legal responsibilities and the Business

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Associate needs to retain PHI protected health information for such purposes after termination of the agreement.

Upon termination of this Agreement for any reason, Business Associate, with respect to PHI protected health information received the Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Professional Interpreting Enterprise or destroy the remaining PHI protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI electronic protected health information to prevent use or disclosure of the PHI protected health information, other than as provided for in this Section, for as long as Business Associate retains the PHI protected health information;
4. Not use or disclose the PHI protected health information retained by Business Associate other than for the purposes for which such PHI protected health information was retained and subject to the same conditions set in the *Permitted Uses and Disclosures By Business Associate sections (e) and (f) of this document*, applied prior to termination; and
5. Return to Covered Entity, Professional Interpreting Enterprise or destroy the PHI 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.

The Business Associate may be asked by the Covered Entity to transmit the PHI protected health information to Professional Interpreting Enterprise at termination. Professional Interpreting Enterprise would comply, confirm the transfer and then ensure the destruction of PHI protected health information created, received, or maintained by employees.

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(c) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Miscellaneous

- (a) 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 or law changes.
- (b) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules by the Business Associates legal counsel.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT.

Professional Interpreting Enterprise:

Authorized Signature: Amy Fryman

Printed: Amy Fryman

Title: Director

Date: 5/26/2020

Business Associate:

Authorized Signature: _____

Printed: _____

Title : _____

Date: _____