

Sample Business Associate Agreement

- a) The Contract Administrator will follow and comply with all requirements of State or federal law or regulation as they exist or become applicable during the term hereof, including, but not limited to HIPAA, security privacy or confidentiality requirements and will assist the Plan in compliance for and with any of the requirements applicable, or which become applicable, to it.

- b) Privacy Provision

In the course of performing its duties and obligations under this contract, the Contract Administrator will be required to disclose protected health information (PHI) to other business associates of the Plan. The Contract Administrator agrees that it will not disclose or use this protected health information except as necessary to carry out the terms of this service agreement. The Contract Administrator shall take appropriate measures designed to protect the security, confidentiality, and integrity of protected health information. Access to protected health information shall be restricted to those employees, subcontractors and other third parties whose access is appropriate for the performance of the services outlined in this agreement.

In compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 Privacy Regulation, the following Business Associate Agreement is included in the Administrative Services Agreement between the “Covered Entity” known as the Colorado Dental Association Benefit Plan, Inc. and “Business Associate” known as InterCare Health Plans, Inc.

- (i) The Business Associate agrees to create, receive, use or disclose PHI solely for the health plan administration purposes outlined in the rest of this agreement. Any creation, receipt use, or disclosure of PHI shall be in a manner that is consistent with the HIPAA Privacy Regulations. Business Associate shall not create, receive, use or disclose PHI except as specifically allowed in this Agreement.

- (ii) Business Associate shall maintain such safeguards as set forth in the Privacy Regulations and as Covered Entity (the Plan Sponsor) or Business Associate may deem necessary to ensure that PHI is not created, received, used or disclosed except as provided for in this Agreement.

- (iii) Business Associate shall report to Covered Entity any creation, receipt, use or disclosure of PHI that is not permitted under the Privacy Regulations and provided for in this Agreement.

- (iv) Business Associate shall include in all agreements or contracts with its agents or subcontractors (where such agreements or contracts involve the disclosure

of PHI to the agents or subcontractors), the same restrictions and conditions on the use and disclosure of PHI that are set forth in this Agreement.

- (v) Business Associate will make available to those individuals who are subjects of PHI, access to their PHI at a reasonable time and at a reasonable location in accordance with 45 C.F.R. § 164.524 of the HIPAA Privacy Regulations.
- (vi) Business Associate shall make available to those individuals who are subjects of PHI, such PHI for amendment and incorporate any amendment to such PHI in accordance with 45.C.F.R. § 164.526 of the HIPAA Privacy Rule.
- (vii) Business Associated shall provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Privacy Regulations.
- (viii) Business Associate agrees further protect the PHI if return or destruction is not feasible upon the termination or expiration of this Agreement.
- (ix) Business Associate shall make available to the DHHS, or its agents or assigns, all of the Business Associate's internal practices, books and records relating to the creation, receipt, use and disclosure of PHI.

Covered Entity shall have the right to terminate the Services Agreement (without penalty) if Business Associate breaches or violates the HIPAA Privacy Regulations or any material term of this Agreement.