

LIVING CHOICE PROJECT

This agreement regarding the HIPAA Privacy Rule is between the Living Choice Provider and the Long Term Care Authority (LTCA)

IT IS AGREED AND UNDERSTOOD THAT:

1. Living Choice Provider and the LTCA satisfy the definitions of “covered entity” and “business associate,” respectively, which are contained in the Health Insurance Portability and Accountability Act (HIPAA) regulations issued by the Living Choice Provider.
2. Capitalized terms used herein without definition shall have the meanings assigned to such terms in 45 C.F.R. Parts 160 and 164.
3. The LTCA may use and disclose Protected Health Information (PHI) only as required to satisfy its obligations herein, as permitted herein, or required by law, but shall not otherwise use or disclose any PHI. The LTCA shall not, and shall ensure that its directors, officers, employees, contractors and agents do not use or disclose PHI received from Living Choice Provider in any manner that would constitute a violation of the HIPAA Privacy Standards if so used or disclosed by Living Choice Provider, except that the LTCA may use PHI:
 - a. for the LTCA’s proper management and administrative services;
 - b. to carry out the legal responsibilities of the LTCA; or
 - c. to provide data aggregation services relating to the health care operations of Living Choice Provider, if required under this contract
4. The LTCA acknowledge that, as between LTCA and Living Choice Provider, all PHI shall be and remain the sole property of Living Choice Provider, including any and all forms developed by the LTCA in the course of fulfilling its obligations pursuant to this contract. The LTCA further represents that any request that Living Choice Provider discloses, PHI shall be for the minimum necessary PHI needed to carry out this contract.
5. The LTCA agree that it shall:
 - a. Not use or further disclose PHI other than as permitted or required by this contract or as required by law.
 - b. Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by this contract.
 - c. Immediately report to Living Choice Provider any use or disclosure of PHI in violation of this contract of which it becomes aware.

HIPAA BUSINESS ASSOCIATE AGREEMENT

- d. Ensure that any of the LTCA's agents, including contractors or subcontractors, to whom it provides PHI, which is received from, or created or received by the LTCA on behalf of Living Choice Provider, agrees to the same restrictions and conditions that apply to the LTCA pursuant to this contract with respect to such PHI.
- e. Make PHI available to the Individual in accordance with 45 C.F.R. § 164.524.
- f. Make available PHI for amendment and incorporate any amendments made by the Individual to PHI in accordance with 45 C.F.R. § 164.526.
- g. Make available such information as is in the LTCA's possession and is required for the Living Choice Provider to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to the LTCA, the LTCA shall within two (2) days forward such request to the Living Choice Provider. The LTCA hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.
- h. Make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by the LTCA on behalf of, Living Choice Provider available to the Secretary for purposes of determining Living Choice Provider's compliance with the Privacy Standards.
- i. Upon termination of the Agreement, return or destroy all PHI received from Living Choice Provider or created or received by the LTCA on behalf of Living Choice Provider and which the LTCA still maintains in any form and retain no copies of such PHI. If the return or destruction is not feasible, the LTCA shall extend the protections of this agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of such PHI infeasible.

This agreement shall become effective January 1, 2009, and in all other respects, this contract shall remain in effect.

LIVING CHOICE PROVIDER

DATE

Agency

Authorized Agent

LONG TERM CARE AUTHORITY

DATE

Donna Rhodes
CEO