

Business Associate Agreement
Health Insurance Portability and Accountability Act (HIPAA)

This Business Associate Agreement (the "Agreement") is made and entered into as of September 26, 2011 (hereinafter "Effective Date") by and between **Worksite Benefit Plans Inc.**, hereinafter referred to as Business Associate and **Thomas County** hereinafter referred to as Covered Entity.

Recitals

WHEREAS, the Department of Health and Human Services ("HHS") has promulgated regulations at 45 C.F.R. Parts 160-164, implementing the privacy and electronic security requirements set forth in the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (the "Privacy Rules");

WHEREAS, the Privacy Rules provide, among other things, that a covered entity is permitted to disclose Protected Health Information (as defined below) to a business associate and allow the business associate to obtain and receive Protected Health Information, if the covered entity obtains satisfactory assurances in the form of a written contract that the business associate will appropriately safeguard the Protected Health Information;

WHEREAS, Business Associate acknowledges that the enactment of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5, ARRA) amended certain provisions of HIPAA in ways that directly regulate, or will on future dates directly regulate, Business Associate's Obligations and activities under the Privacy Rules;

WHEREAS, effective as of September 26, 2011, Business Associate acknowledges that Business Associate is also subject to 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 of the Privacy Rules;

WHEREAS, Business Associate will have access to, create and/or receive certain Protected Health Information in conjunction with the services being provided by Business Associate to Covered Entity, thus necessitating a written agreement that meets the applicable requirements of the Privacy Rules. Both parties have mutually agreed to satisfy the foregoing regulatory requirements through this Agreement.

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

2. Definitions The following terms shall have the meaning set forth below:
 - (a) C.F.R. "C.F.R." means the Code of Federal Regulations.
 - (b) Designated Record Set "Designated Record Set" has the meaning assigned to such term in 45 C.F.R. 164.501.
 - (c) Electronic Protected Health Information "Electronic Protected Health Information" has the meaning assigned to such term in 45 C.F.R. 160.103.
 - (d) Individual "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as the individual's personal representative in accordance with 45 C.F.R. 164.502 (g)
 - (e) Protected Health Information "Protected Health Information" shall have the same meaning as the term "Protected Health Information," as defined by 45 C.F.R. 160.103, limited to the information created or received by Business Associate form or on behalf of Covered Entity.

- (h) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate, on behalf of Covered Entity, available to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity 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 and any subsequent legislation or guidance regarding an individual's right to an accounting of the disclosures of his or her Protected Health Information, including but not limited to, the requirements of Sections 13405 of ARRA and the regulations thereunder.
- (j) Business Associate agrees to provide to Covered Entity, upon request and in the time and manner Required by Law, an accounting of disclosures of an Individual's Protected Health Information, collected in accordance with Section 2(i) of this Agreement, to permit Covered Entity 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 and any subsequent legislation or guidance regarding an individual's right to accounting of the disclosures of his or her Protected Health Information, including, but not limited to, the requirements of Section 13405 of ARRA and the regulations thereunder. If Covered Entity request an accounting of an Individual's Protected Health Information more than once in any (12) month period, Business Associate will impose a reasonable fee for such accounting in accordance with 45 C.F.R. 164.528(c).
- (k) Business Associate acknowledges that it shall request from the Covered Entity and so disclose to its affiliates, subsidiaries, agents and subcontractors or other third parties, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder in accordance with the Privacy Rules and Section 13405(b) of ARRA and any regulations thereunder.
- (l) Business Associate agrees to use reasonable and appropriate safeguards, in accordance with the applicable requirements of 45 C.F.R. Part 164 and any subsequent legislation or guidance, including, but not limited to the requirements of Section 13401 of ARRA 3 and the regulations thereunder in order to maintain the security of the Electronic Protected Health Information. Business Associate shall report to the Covered Entity and any Security Incident of which it becomes aware.
- (m) If Business Associate contracts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 162.

3. Permitted Use and Disclosures by Business Associate

3.1 General Use and Disclosure

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform its obligations and services to Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

- (a) Term. The provision of this Agreement shall take effect as of the Effective Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the provisions in this Section.
- (b) Termination for Cause. Upon the parties mutual agreement that there has been a material breach by Business Associate which does not arise from any breach by Covered Entity, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate within a mutually agreeable time, or immediately terminate this Agreement if cure of such breach is not possible.
- (c) Effect of Termination
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall request, in writing, Protected Health Information that is in the possession of subcontractors or agents of Business Associates.
 - (2) In the event the Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall extend the protection of this Agreement to such Protected Health Information, limited to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. Indemnification

Business Associate shall indemnify and hold harmless Covered Entity and any of Covered Entity's affiliates, directors, officers, employees and agents from and against any claim, cause of action, liability, damage, cost or expense (including reasonable attorney's fees) arising out of or directly relating to any non-permitted use or disclosure or Protected Health Information or other breach of this Agreement by Business Associate or any affiliate, director, officer, employee, agent or subcontractor of Business Associate.

Covered Entity shall indemnify and hold harmless Business Associate and any of Business Associates' affiliates, directors, officers, employees and agents from and against any claim, cause of action, liability, cost, or expense (including reasonable attorney's fees) arising out of or directly relating to non-permitted use or disclosure or Protected Health Information or other breach of this Agreement by Covered Entity or any affiliate, director, officer, employee, agent or subcontractor of Covered Entity.

7. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, and by mutual agreement, amend the Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such amendment, it shall so notify the first party in

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Business Associate

Covered Entity

Worksite benefit Plans, Inc.

Thomas County

By: R Pd

By: Ken Christiansen

Name: Robert Palmer

Name: Ken Christiansen

Title: President

Title: Commissioner

Date: September 26, 2011

Date: 10-31-2011

8524 South Western, Ste. 106
Oklahoma City, OK 73069
(405) 616-0122
(800)554-0528

Address/Phone:

Thomas County
Rt#1: County Clerk
300 N Court Ave
Colby KS 67701