

Johnson County Caseworker Resource Center Business Associate Contract

Johnson County Human Services (hereinafter “Business Associate”), and Johnson County AIMS (hereinafter referred to as the “Johnson County Resource Center” and/or the “Resource Center”), a department of Johnson County Government, 111 S. Cherry, Olathe KS 66061, expressly agree and contract as follows:

Whereas, Johnson County desires to use technology to improve the delivery of services to its consumers to meet their needs more efficiently and economically and has developed the Caseworker Resource Center under the auspices of Johnson County AIMS in order to facilitate the sharing of information, including health information, between caseworkers in different agencies/departments of the County and ultimately may include other entities, such as state agencies. The purpose of the Center is to equip caseworkers and others with information that increases understanding of clients and their needs and to foster collaboration between agencies/departments serving the same consumer or his or her family.

Whereas, Business Associate has, is, and does perform various services for or on behalf of Resource Center that may or do in fact contain individually identifiable protected health information (hereinafter “PHI”) as defined by § 164.501 of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164.

Whereas, Resource Center, in order to meet its obligations to comply with the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the administrative regulations issued by the Department of Health and Human Services (“DHHS”) as found in 45 C.F.R. Parts 160 through 164 (hereinafter HIPAA or DHHS regulations) seeks reasonable assurances from Business Associate that Business Associate will implement and/or maintain reasonable and appropriate administrative, technical, and physical safeguards to ensure the integrity and confidentiality of all PHI that it receives or possesses from Resource Center.

Whereas, Business Associate, in order to meet Resource Center’s HIPAA and DHHS regulatory requirements, agrees to and will provide such reasonable assurances and further asserts that it has or will implement and/or maintain reasonable and appropriate administrative, technical, and physical safeguards to ensure the integrity and confidentiality of all PHI that it receives or possesses from Resource Center.

Whereas, Business Associate further agrees to and will protect all PHI against reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized uses or disclosures of the information.

Whereas, Resource Center and Business Associate may desire to facilitate the services called for by this Agreement by electronically transmitting and receiving data in agreed formats in substitution for paper-based documents and to assure that such transactions comply with relevant laws and regulations.

NOW, THEREFORE, the parties agree as follows:

1. If and to the extent that and so long as required by the HIPAA provisions of 42 U.S.C. § 1171 *et seq.* and regulations promulgated thereunder, but not otherwise, Business Associate does hereby assure Resource Center that Business Associate will appropriately safeguard PHI made available to or obtained by Business Associate.

2. In implementation of such assurance and without limiting the obligations of Business Associate otherwise set forth in this Agreement or imposed by applicable law, Business Associate hereby agrees to comply with applicable law relating to PHI and with respect to any task or other activity that Business Associate performs on behalf of Resource Center to the extent that Resource Center would be required to comply with such requirements.

3. The agreement of Business Associate set forth in items 1 and 2 above and the additional provisions relating to permitted and required uses and disclosures thereof that shall be from time to time provided to Business Associate by Resource Center in accordance with applicable law constitute a contract between Resource Center and Business Associate establishing the permitted and required uses and disclosures of such PHI by Business Associate.

4. In amplification of and not in limitation of the provisions of this Agreement, including this Section of this Agreement, Business Associate agrees that it will—

a. Not use or further disclose such information other than as permitted or required by this Agreement.

b. Not, except as necessary for the proper management and administration of the Business Associate and for the performance of Business Associate's duties under this Agreement (see Appendix A attached hereto and incorporated by reference, for the recitation of such duties), use, reproduce, disclose, or provide to third parties any confidential documents or information relating to the Resource Center or patients of the Resource Center without the prior written consent or authorization of the Resource Center or of the Resource Center's patient(s). If Business Associate uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if Business Associate obtains reasonable assurances from the person(s) to whom the information is disclosed that the information disclosed will be held confidential and will be used or further disclosed only as required by law or for the purpose for which Business Associate disclosed it to the person(s). Business Associate shall also ensure that the

person(s) to whom Business Associate so discloses information notifies Resource Center of any instances of breach of confidentiality that such person is aware of.

5. Business Associate shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of PHI and business information of the Resource Center. Members of the Business Associate's workforce may have access to the data listed in Attachment A to the extent necessary to carry out their duties, limited to the terms of this Agreement. Business Associate will conduct a risk analysis to implement reasonable and appropriate security measures for the data and provide adequate supervision and training to its workforce to ensure compliance with all relevant state and federal laws and regulations, ethical standards, and this Agreement.

6. Business Associate shall not use or further disclose the information in a manner that would violate the requirements of applicable law if done by Resource Center.

7. Business Associate shall use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement.

8. Business Associate shall report to Resource Center any use or disclosure of such information not provided for by this Agreement of which Business Associate becomes aware.

9. Business Associate shall ensure that any subcontractors or agents to whom Business Associate provides PHI received from Resource Center agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

10. Business Associate shall make available PHI in accordance with applicable law.

11. Business Associate shall provide to individuals who are the subject of PHI received from Resource Center their rights as made applicable to business associates of covered entities.

12. Business Associate shall maintain standard records pursuant to this agreement and to provide such records and other necessary information to the Resource Center as may be requested or required in writing and as permitted by law. Business Associate agrees that all records kept in connection with this Agreement are subject to review and audit by the Resource Center upon reasonable notice and written request by the Resource Center.

13. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from Resource Center available to the Secretary of DHHS for purposes of determining Resource Center's compliance with applicable law (in all events, Business Associate shall immediately notify Resource Center upon receipt by Business Associate of any such request and shall provide Resource Center copies of any such materials).

14. Upon termination of this Agreement by either party for any reason, Business Associate shall return or destroy all PHI received from Resource Center that Business Associate still maintains in any form and all copies thereof, shall retain no copies of such information, and shall remain obligated not to use, disclose, or provide such information to third parties unless and until otherwise required to do so by law.

15. Business Associate shall incorporate any amendments or corrections to PHI when notified pursuant to applicable law.

16. Without limiting the rights and remedies of Resource Center elsewhere set forth in this Agreement or available under applicable law, Resource Center may terminate this Agreement without penalty or recourse to Resource Center if Resource Center determines that Business Associate has violated a material term of the provisions of this Agreement.

17. Documents; Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in Appendix A and transaction sets that the parties by written agreement add to Appendix A (collectively "Documents"). All documents shall be transmitted, accessed, and disclosed, in accordance with the standards set forth in Appendix A.

18. Security Procedures. In addition to the security measures specified in paragraph 7, above, each party shall properly use those security procedures, including those specified in Appendix A, which are reasonably sufficient (a) to ensure that all transmissions of Documents are authorized, (b) to protect the integrity and confidentiality of patient information, and (c) to protect its business records and data from improper access.

19. Integrity. The parties will take reasonable measures to protect the integrity of all documents and data. Neither party will insert any virus, key locks, or other programs into the system, regardless of whether or not a dispute exists between the parties. The receiving party will return the information in usable form upon request or at the end of the contract.

20. Business Associate agrees that Resource Center may amend this Agreement from time to time to the extent required by the provisions of 42 U.S.C. § 1171 *et seq.*, HIPAA, and regulations promulgated there-under to ensure that this Agreement is consistent therewith.

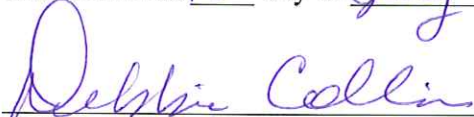
21. This Business Associate Agreement shall have an initial term of one year effective on the date hereinafter provided, and its term shall be automatically renewed and extended for additional periods of one year each on its anniversary date unless one or both parties cancel it in writing.

22. Business Associate recognizes and agrees that this Agreement must be amended during the term of the Agreement to incorporate the changes to the business associate relationship in Title XIII, the Health Information Technology for Economic and Clinical

Health (HITECH) Act and understands that Business Associate now faces the same civil and criminal penalties for HIPAA violations as does Resource Center..


IT IS SO AGREED

This Johnson County Caseworker Resource Center Business Associate Contract shall take effect the 15th day of July, 2009, and has been adopted by:



Debbie Collins, Director, Johnson County Human Services

7/15/09
Date



Jay Heeman, Director, Johnson County AIMS

7/15/09
Date