

BUSINESS ASSOCIATE AGREEMENT

This Agreement, is made this _____ day of _____, 202__, by and between the Waterloo Community School District, (the “Covered Entity”), and _____, hereinafter referred to as the “Business Associate.”

Whereas, The Employer sponsors a health plan and wishes to engage the services of the Business Associate with respect to the administration of said plan, and the Business Associate desires to provide said services;

It is hereby agreed:

- I. Obligations and Activities of Business Associate. The Business Associate agrees:
 - a. not to use or disclose Protected Health Information (PHI) other than as permitted by law.
 - b. to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this Agreement.
 - c. to report to the Waterloo Community School District any use or disclosure of the PHI of which it becomes aware that is not provided for by this Agreement.
 - d. to require any agent (including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of the Waterloo Community School District, to agree to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
 - e. to provide access, at the request of the Waterloo Community School District, within thirty days (30) of a written request, to PHI in a Designated Record Set, to the district or, as directed by the district to any individual in order to meet the requirements under 45 CFR 164.524.
 - f. to make within a reasonable time any amendment(s) to PHI in a Designated Record Set that the Waterloo Community School District directs or agrees to pursuant to 45 CFR 164.526 at the request of the district or of an individual.
 - g. to make available internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Waterloo Community School District.
 - h. to document such disclosures of PHI and information related to such disclosures as would be required for the Waterloo Community School District to respond to an individual’s request for accounting of disclosures of PHI in accordance with 45 CFR 164.528.

- i. to provide to the Waterloo Community School District or to an individual, in reasonable time and manner, information collected in accordance with Section (h) above, so as to permit the district to respond to an individual's request for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

II. Permitted Uses and Disclosures by Business Associate

Business Associate may use PHI for its management, administration, data aggregation and legal obligations to the extent not prohibited by law. Business Associate may also use PHI to report violations of law to appropriate federal and state authorities, consistent with 164.5020(1), and to provide data aggregation services to the Waterloo Community School District as permitted by 42 CFR 164.504(e)(2)(i)(B).

III. General Uses and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI on behalf of, or to provide services to, the Waterloo Community School District if such use or disclosure of PHI would not violate the Privacy Rule or the minimum necessary policies and procedures.

IV. Obligations of Covered Entity

The Waterloo Community School District shall:

- a. notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.
- b. notify the Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- c. notify the Business Associate of any restriction to the use or disclosure of PHI that the district has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

V. Permissible Requests by the Covered Entity

The Waterloo Community School District shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule unless otherwise provided for in this agreement.

VI. Term and Termination

- a. Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate when all of the PHI provided by the Waterloo Community School District to the Business Associate, or created or received by the Business Associate on behalf of the district, is destroyed or returned to the district, or, if it is infeasible to return or destroy PHI, protections are

extended to such information, in accordance with the termination provisions in this Section.

- b. Termination for Cause. Upon the Waterloo Community School District's knowledge of a material breach by the Business Associate, the district, shall provide an opportunity for the Business Associate to cure the breach or end the violation. If the Business Associate does not cure the breach or end the violation within a reasonable time, the Waterloo Community School District may terminate this Agreement.
- c. Effect of Termination.
 - 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all PHI received from the Waterloo Community School District, or created or received by the Business Associate on behalf of the district. This provision shall apply to any PHI that is in the possession of subcontractors or agents of the Business Associate. Business Associate shall retain no copies of the PHI.
 - 2. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide the Waterloo Community School District with notification of the conditions that make return or destruction of PHI infeasible. Upon receipt of such written notice from the Business Associate, the protections of this Agreement shall be extended to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

VII. Miscellaneous

- a. Regulatory Reference. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Waterloo Community School District to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Survival. The respective rights and obligations of the Business Associate under Section VI.C.2 of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Waterloo Community School District to comply with the Privacy Rule.
- e. Definitions. Terms used in this Agreement, but not otherwise defined shall have the same meaning as those terms in the Privacy Rule.

In witness whereof, each of the parties has hereunto signed their name or if acting as a business entity has caused its duly authorized officers or agents to execute this Agreement on its behalf on the date first written above.

Covered Entity:

(Name)

Business Associate

(Name)

ADOPTED: 2/5/04

Reviewed: 2/5/04, 2/5/09, 2/6/14, 12/10/20