* 1. BUSINESS ASSOCIATE PROVISIONS
     1. Business Associate.  “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this contract, shall mean Contractor.
     2. Covered Entity.  “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this contract, shall mean DHHS.
     3. HIPAA Rules.  “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
     4. Other Terms. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
     5. The Contractor shall do the following:
        1. Not use or disclose protected health information other than as permitted or required by this Contract, consistent with DHHS’ minimum necessary policies and procedures, or as required by law.
        2. Implement and maintain appropriate administrative, physical, and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent access to, use, or disclosure of protected health information other than as provided for by the Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
        3. Report to DHHS, within fifteen (15) days, any use or disclosure of protected health information not provided for by this Contract of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware. Contractor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of protected health information pursuant to the conditions of this Contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by the DHHS. The Contractor shall report any breach to the individuals affected and to the HHS Office of Civil Rights, and if warranted the media, on behalf of the covered entity, as required by the HIPAA regulations.
        4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information;
        5. Within fifteen (15) days:
           1. make available protected health information in a designated record set to DHHS as necessary to satisfy DHHS’ obligations under 45 CFR 164.524;
           2. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by DHHS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy DHHS’ obligations under 45 CFR 164.526;
           3. Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS’ obligations under 45 CFR 164.528;
        6. To the extent the Contractor is to carry out one or more of DHHS’ obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligation(s); and
        7. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
     6. The Contractor is permitted to use and disclose protected health information:
        1. As necessary to perform the services set forth in this Contract;
        2. As required by law; and
        3. Consistent with DHHS’ minimum necessary policies and procedures.
     7. The Contractor may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.