

REQUEST FOR PROPOSAL

June 6, 2019



Automated Medication Dispensing Machine

Proposal deadline and time	Friday, June 21, 2019 4:00 p.m.
Submit proposal to the RFP Committee:	Ocie Wilson, Associate Pharmacy Director, Pharmacy OcieW@elrio.org / 520-670-3725
CC:	Josh Carzoli Director of Operations, Pharmacy JoshC@elrio.org Tara Radke Director of Grant Development, Administration TaraR@elrio.org

SUMMARY OF PROJECT

El Rio Community Health Center is pleased to announce our **RFP for Automated Medication Dispensing Machine**. Listed below you will find a brief description of our organization, what we are looking for in a solution and a breakdown of what we have listed to be our minimal requirements to deliver a seamless transition into a preventative approach to our patients' well-being.

About El Rio Community Health Center and our IT Department:

El Rio began in 1970; we have grown to be one of the largest, non-profit community health centers in the United States. We focus on positive health outcomes, treating the whole person and prevention. Our health care is delivered by compassionate, professionally trained integrated health teams who give from their hearts to provide you with caring, high quality, world-class care.

Additionally, El Rio is a Federally Qualified Health Center with Non-Profit, Tax Exempt, and Charity status, recognized as a 501(c)3. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions of this request may result in your response being declared unacceptable or any resulting contract being voided. Address each section of this RFP in your proposal.

SECTION A. SCOPE OF WORK

- I. As part of the project, the contractor will provide the following:
 - a. Easy access to medication
 - b. Increased confidentiality for patients
 - c. If applicable, appendix A will be required upon the award of a contract.

SECTION B. EVALUATION/SELECTION

- I. Upon receipt and opening of proposals, and after the proposal Deadline, the El Rio will determine the responsiveness of each applicant prior to its evaluation by the RFP Committee Team.
- II. A contract awarded as a result of this solicitation shall be awarded to the responsible Offeror whose proposal represents the best value and is in the Health Center's best interest.
- III. Preparatory Work:
 - a. The contractor may wish to bid on additional work up front to get the building up to a particular standard. This additional bid, if submitted, will be considered but is not part of continuing contract and therefore may not be allowed.
 - b. Note that El Rio Community Health Center is a tax exempt organization. We do pay tax on labor. Our tax exempt letters are available upon request. See our website at www.elrio.org

SECTION C. GENERAL INFORMATION

- I. Proposal Submittal Procedure:
 - a. Any questions about the meaning or intent of this RFP may be submitted by e-mail to the Associate Pharmacy Director, OcieW@elrio.org with copies to JoshC@elrio.org and TaraR@elrio.org.

A prompt e-mail response may be expected. All questions and answers will be posted on our website for all to view. Questions received less than five (5) days prior to the date for opening of proposal may not be answered.
 - b. Late submissions will not be considered unless it is determined that it was caused by El Rio Community Health Center mishandling of the documents.
- II. Other Issues:
 - a. The Offeror and all subcontractors employed by Offeror shall have all certifications, licenses, insurance and/or registrations required under the laws of the State of Arizona. All workers are required to have the right to work in the United States. The selected Offeror will procure and maintain, during the life of

the contract, liability insurance in an amount of not less than \$1,000,000 each occurrence. The selected firm will furnish copies of Certificates of Insurance to El Rio showing the coverage, limits of liability, covered operations, effective dates and dates of expiration naming El Rio Community Health Center, its agents and employees as additional named insured.

- b. The Offeror agrees if he/she is awarded the contract, that he/she will deliver the goods/services at the prices set forth in the submitted proposal.
- c. The Offeror will provide a minimum of three reference business with whom the Offeror has contracted with during the past four years. The owner or manager contact information must be provided.

III. Opening and Awarding of Contract Proposal:

- a. Proposal will be reviewed on the due date and time specified on the request cover sheet by the RFP Committee. This is not a public opening and contractors are not invited to attend. Proposals received on time will be reviewed in the presence of one or more witnesses and the name and address of Offeror will be recorded.
- b. All information, except that marked as confidential, may become public information at the time the project is awarded. Offerors may request in writing non-disclosure of confidential data. Such data should accompany the proposal, be readily separable from the proposal in order to facilitate possible public inspection. Please mark each sheet in red letters "Confidential." A request that states that the entire proposal be kept confidential will not be accepted.

IV. Award of Contract:

- a. El Rio reserves the right to award this project and to accept the proposal that is in the best interest and provides the best value for El Rio. El Rio reserves the right to reject any and all proposal or any part thereof.
- b. The final agreement (Contract) will be signed by El Rio Health and the successful Offeror and returned within an agreed timeframe after the date of the Notice of Award. No agreement will be effective until it has been fully executed by all of the parties thereto.

SECTION D. PARTNERSHIP AGREEMENTS:

- I. The following policies are in place for contractors, visitors, patients and employees of El Rio Neighborhood Health Center. The contractor understands that any personnel provided to work on El Rio properties must comply with these policies.
 - a. Do Not Touch any Bio-Hazardous Materials.
 - b. No Smoking is allowed on any El Rio property.
 - c. Weapons are not allowed on any El Rio Property
 - d. Security of the premises is required at all times. Doors shall not be propped open. The contractor's employees shall display identity badges at all times. The contractor's employees shall not allow admittance of visitors, or any non-staff persons.
 - e. To the extent practicable, at least upon initial hire, the contractor is to perform background checks on all workers. Any negative findings must go to the **El Rio Associate Pharmacy Director, Pharmacy** for approval prior to allowing the worker access to El Rio properties.
 - f. To the extent practicable, at least upon initial hire, the contractor is to perform drug testing on employees and provide all positive and negative findings to the **El Rio Associate Pharmacy Director, Pharmacy** for approval prior to allowing the worker access to El Rio properties.
 - g. Any suspicious outside activity must be called in to Security at 520-631-5911.
 - h. The Associate Pharmacy Director, Pharmacy must be notified of:
 - o Damaged equipment, furniture and fixtures.
 - o Burned out lights.
 - o Compromised or damaged doors and windows.
 - o Leaking faucets, running toilets, any puddling of water.
 - o Any graffiti.
 - o Any building damage inside or outside.
 - g. The contractor shall not leave the facility without being released by a member of the El Rio Security or Associate Pharmacy Director, Pharmacy.
- II. El Rio is required to obtain certain agreements to protect individuals' private health information and maintain a level of quality and best business practices regulated by the Federal Government and The Joint Commission, an accrediting organization. These documents are included in the Appendices to this RFP.

SIGNATURE PAGE

SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Arizona Tax ID: _____

Federal Tax ID: _____

Applicable Arizona License Number(s): _____

Contact Person for Clarification

of Proposal Response: _____

Name & Title of Individual

Authorized to Sign for Firm: _____

Email Address: _____

Signature of Authorized Individual and date.

(A completed copy of this page must be included with the proposal)

**EL RIO COMMUNITY HEALTH CENTER
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into on this _____ day of _____, 2019, between El Rio Santa Cruz Neighborhood Health Center the (Covered Entity), and _____ (“Business Associate”), with an effective date of _____ . This Agreement sets out the responsibilities and obligations of Business Associate as a business associate of Covered Entity under the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”).

RECITALS:

A. Business Associate may provide services to Covered Entity under a written agreement entered into before the effective date of this Agreement. If so, Written Agreement is titled _____, and has an effective date of _____.

B. Business Associate performs the services described in Written Agreement. If there is not a Written Agreement, Business Associate provides the following services to Covered Entity including but not limited to the following, and as may change from time to time: **Please see written “Agreement”**

C. Covered Entity may make available and/or transfer to Business Associate Protected Health Information (“PHI”) of Individuals in conjunction with Services, which Business Associate will use or Disclose only in accordance with this Agreement.

AGREEMENT:

Business Associate and Covered Entity agree to the terms and conditions of this Agreement in order to comply with the rules on handling of Protected Health Information (“PHI”) under the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E (“Privacy Standards”), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (“Security Standards”), and the HIPAA Breach Notification Regulations, 45 C.F.R. Part 164, Subpart D (“Breach Notification Regulations”), all as amended from time to time.

1. DEFINITIONS

- a. **Terms Defined in Regulation:** Unless otherwise provided, all capitalized terms in this Agreement will have the same meaning as provided under the Privacy Standards, the Security Standards and the Breach Notification Regulations.

- b. **Protected Health Information or PHI:** Protected Health Information or PHI, as defined by the Privacy Standards, for this Agreement means PHI that is received or created on behalf of Covered Entity by Business Associate.

2. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- a. **Performance of Services:** Business Associate will Use or Disclose PHI only for those purposes necessary to perform Services, or as otherwise expressly permitted in this Agreement or required by law, and will not further Use or Disclose such PHI.
- b. **Subcontractor or Agent Performance of Services:** Business Associate agrees that anytime it provides PHI to a subcontractor or agent to perform Services for Covered Entity, Business Associate first will enter into a contract or confidentiality agreement with such subcontractor or agent that contains the same terms, conditions, and restrictions on the Use and Disclosure of PHI as contained in this Agreement.
- c. **Business Associate Management, Administration and Legal Responsibilities:** Business Associate may Use or Disclose PHI for Business Associate's management and administration, or to carry out Business Associate's legal responsibilities. Business Associate may Disclose PHI received from Covered Entity to a third party for such purposes only if: (1) the Disclosure is required by law; or (2) Business Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) Use or Disclose the PHI only as required by law or for the purposes for which it was Disclosed to the recipient; and (iii) notify the Business Associate of any other Use or Disclosure of PHI.
- d. **Data Aggregation:** Business Associate may Use PHI to perform data aggregation services as permitted by 45 CFR § 164.504(e)(2)(i)(B).

3. SAFEGUARDS FOR PROTECTED HEALTH INFORMATION

- a. **Adequate Safeguards:** Business Associate will implement and maintain appropriate safeguards to prevent any Use or Disclosure of PHI for purposes other than those permitted by this Agreement, including administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any electronic protected health information (“ePHI”), if any, that Business Associate creates, receives, maintains, and transmits on behalf of Covered Entity. Upon request of Covered Entity, Business Associate will provide evidence to Covered Entity that these safeguards are in place and are properly managed.
- b. **Compliance with HIPAA Security Standards:** Business Associate will comply with 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316, as of the date by which Business Associate is required to comply with such regulations.

4. REPORTS OF IMPROPER USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION, SECURITY INCIDENTS AND BREACHES

- a. **Use or Disclosure Not Permitted by This Agreement:** Business Associate will report in writing to Covered Entity any Use or Disclosure of PHI for purposes other than those permitted by this Agreement within 5 business days of Business Associate’s learning of such Use or Disclosure.
- b. **Security Incidents:** Business Associate will report in writing to Covered Entity any Security Incident of which Business Associate becomes aware. Specifically, Business Associate will report to Covered Entity any successful unauthorized access, Use, Disclosure, modification, or destruction of ePHI or interference with system operations in an information system containing ePHI of which Business Associate becomes aware within 5 five business days of Business Associate learning of such Security Incident. Business Associate also will report the aggregate number of unsuccessful, unauthorized attempts to access, Use, Disclose, modify, or destroy ePHI or interfere with system operations in an information system containing ePHI, of which Business Associate becomes aware, provided that: (i) such reports will be provided only as frequently as the parties mutually agree, but no more than once per month; and (ii) if the definition of “Security Incident” under the Security Standards is amended to remove the requirement for reporting “unsuccessful” attempts to Use, Disclose, modify or destroy ePHI, the portion of this Section 4 addressing the reporting of unsuccessful, unauthorized attempts will no longer apply as of the effective date of such amendment.
- c. **Breaches of Unsecured PHI:** Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Regulations, within 5 business days of the date Business Associate learns of the incident giving rise to the Breach.

Business Associate will provide such information to Covered Entity as required in the Breach Notification Regulations. Business Associate will reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying Individuals of a Breach caused by Business Associate or Business Associate's subcontractors or agents, and for reasonable expenses Covered Entity incurs in mitigating harm to those Individuals. Business Associate also will defend, hold harmless and indemnify Covered Entity and its employees, agents, officers, directors, shareholders, members, contractors, parents, and subsidiary and affiliate entities, from and against any claims, losses, damages, liabilities, costs, expenses, penalties or obligations (including attorneys' fees), which the Covered Entity may incur due to a Breach caused by Business Associate or Business Associate's subcontractors or agents.

5. ACCESS TO PROTECTED HEALTH INFORMATION

- a. **Covered Entity Access:** Within 5 business days of a request by Covered Entity for access to PHI, Business Associate will make requested PHI available to Covered Entity.
- b. **Individual Access:** If an Individual makes a request for access directly to Business Associate, Business Associate will within 5 business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for PHI and Business Associate will make no such determinations. Only Covered Entity will release PHI to an Individual pursuant to such a request.

6. AMENDMENT OF PROTECTED HEALTH INFORMATION

- a. **Covered Entity Request:** Within 5 business days of receiving a request from Covered Entity to amend an Individual's PHI, Business Associate will provide such information to Covered Entity for amendment. Alternatively, if Covered Entity's request includes specific information to be included in the PHI as an amendment, Business Associate will incorporate such amendment within 5 business days of receipt of the Covered Entity request.
- b. **Individual Request:** If an Individual makes a request for amendment directly to Business Associate, Business Associate will within 5 business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding amendments to PHI and Business Associate will make no such determinations.

7. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- a. **Disclosure Records:** Business Associate will keep a record of any Disclosure of PHI that Business Associate makes to its agents, subcontractors or other third parties, if Covered Entity is required to provide an accounting to Individuals of such Disclosures under 45 C.F.R. § 164.528. Business Associate will maintain its record of such Disclosures for six years from the termination of this Agreement.
- b. **Data Regarding Disclosures:** For each Disclosure for which it is required to keep a record under paragraph 7(a), Business Associate will record and maintain the following information: (1) the date of Disclosure; (2) the name of the entity or person who received the PHI and the address of such entity or person, if known; (3) a description of the PHI Disclosed; and (4) a brief statement of the purpose of the Disclosure.
- c. **Provision to Covered Entity:** Within 5 business days of receiving a notice from Covered Entity, Business Associate will provide to Covered Entity its Disclosure records.
- d. **Request by Individual:** If an Individual requests an accounting of Disclosures directly from Business Associate, Business Associate will forward the request and its Disclosure record to Covered Entity within 5 business days of Business Associate's receipt of the Individual's request. Covered Entity will be responsible for preparing and delivering the accounting to the Individual. Business Associate will not provide an accounting of its Disclosures directly to any Individual.

8. ACCESS TO BOOKS AND RECORDS

- a. **Covered Entity Access:** Business Associate will, within 5 business days of Covered Entity's written request, make available during normal business hours at Business Associate's offices, all records, books, agreements, policies and procedures relating to the Use or Disclosure of PHI for the purpose of allowing Covered Entity or its agents or auditors to determine Business Associate's compliance with this Agreement.
- b. **Government Access:** Business Associate will make its internal practices, books and records on the Use and Disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for determining compliance with the Privacy Standards, Security Standards, or Breach Notification Regulations. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by Business Associate or Covered Entity as a result of this Section.

9. TERMINATION

Covered Entity may terminate the Written Agreement, if any, and this Agreement upon written notice to Business Associate if Covered Entity determines that the Business Associate or its subcontractors or agents has breached a material term of this Agreement. Covered Entity will provide Business Associate with written notice of the breach of this Agreement and afford Business Associate the opportunity to cure the breach to the satisfaction of Covered Entity within 30 days of the date of such notice. If Business Associate or its subcontractors or agents fail to timely cure the breach, as determined by Covered Entity in its sole discretion, Covered Entity may terminate the Written Agreement, if any, and this Agreement.

10. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

- a. **Return or Destruction of PHI:** Within 30 days of termination of this Agreement, Business Associate will return to Covered Entity all PHI that Business Associate or its subcontractors or agents maintain in any form or format. Alternatively, Business Associate may, upon Covered Entity's written consent, destroy all such PHI and provide written documentation of such destruction. Business Associate will be responsible for recovering any PHI from its subcontractors or agents, or documenting their destruction of such PHI, consistent with the terms of this Section.
- b. **Retention of PHI if Return or Destruction is Infeasible:** If Business Associate believes that returning or destroying PHI at the termination of this Agreement is infeasible, it will provide written notice to Covered Entity within 30 days of the effective date of termination of this Agreement. Such notice will set forth the circumstances that Business Associate believes makes the return or destruction of PHI infeasible and the measures that Business Associate will take for assuring the continued confidentiality and security of the PHI. Covered Entity promptly will notify Business Associate of whether it agrees that the return or destruction of PHI is infeasible. If Covered Entity agrees that return or destruction of PHI is infeasible, Business Associate may keep the PHI but will extend all protections, limitations and restrictions of this Agreement to Business Associate's Use or Disclosure of PHI retained after termination of this Agreement and will limit further Uses or Disclosures to those purposes that make the return or destruction of the PHI infeasible. Business Associate will also ensure that any such extended protections, limitations and restrictions apply to its subcontractors or agents for whom return or destruction of PHI is determined by Covered Entity to be infeasible. If Covered Entity does not agree that the return or destruction of PHI from Business Associate or its subcontractors or agents is infeasible, Covered Entity will provide Business Associate with written notice of its decision, and Business Associate and its subcontractors and agents will proceed with the

return or destruction of the PHI pursuant to the terms of this Section within 30 days of the date of Covered Entity's notice.

11. RESTRICTIONS ON USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

If Covered Entity advises Business Associate of any changes in, or restrictions to, the permitted Use or Disclosure of PHI, Business Associate will restrict the Use or Disclosure of PHI consistent with the Covered Entity's instructions.

12. MITIGATION PROCEDURES

Business Associate will mitigate, to the maximum extent practicable, any deleterious effect from its or its subcontractors' or agents' Use or Disclosure of PHI in a manner that violates this Agreement.

13. OBLIGATIONS REGARDING BUSINESS ASSOCIATE PERSONNEL

Business Associate will inform all of its Workforce Members, subcontractors and agents ("Business Associate Personnel"), whose services may be used to satisfy Business Associate's obligations under the Written Agreement, if any, or this Agreement, of the Business Associate's obligations under this Agreement. Business Associate represents and warrants that the Business Associate Personnel are under legal obligation to Business Associate, by contract or otherwise, sufficient to enable Business Associate to fully comply with the provisions of this Agreement. Business Associate will maintain a system of sanctions for any Business Associate Personnel who violates this Agreement.

14. COMPLIANCE WITH HITECH ACT AND REGULATIONS

Business associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Business Associate, and will comply with all regulations issued by the Department of Health and Human Services (HHS) to implement these referenced statutes, as of the date by which Business Associate is required to comply with such referenced statutes and HHS regulations.

15. MISCELLANEOUS

a. COMPLIANCE WITH LAWS: The parties are required to comply with federal and state laws. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then either party may terminate this Agreement upon 30 days' written notice to the other party.

- b. CONSTRUCTION OF TERMS:** The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Standards, Security Standards or Breach Notification Regulations issued by the Department of Health and Human Services.
- c. NO THIRD PARTY BENEFICIARIES:** Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- d. NOTICES:** All notices required under the Agreement will be given in writing and will be delivered by (1) personal service, (2) first class mail, or (3) messenger or courier. All notices shall be addressed and delivered to the contact designated in the signature block, or other address provided by the party from time to time in writing to the other party. Notices given by mail will be deemed for all purposes to have been given forty-eight hours after deposit with the United States Postal Service. Notices delivered by any other authorized means will be deemed to have been given upon actual delivery.
- e. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with regard to the Privacy Standards, Security Standards and Breach Notification Regulations, there are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.
- f. WRITTEN AGREEMENT:** This Agreement will be considered an attachment to Written Agreement, if any, and is incorporated as though fully set forth within the Written Agreement. This Agreement will govern in the event of conflict or inconsistency with any provision of Written Agreement.
- g. COUNTERPARTS AND SIGNATURE:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement. Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.
- h. CHOICE OF LAW:** Governing Law: The validity, construction and effect of this Agreement will be governed by the laws of the State of Arizona, without giving effect to that state's conflict of laws rules. Any Dispute will be resolved in a forum located in the State of Arizona.

BUSINESS ASSOCIATE

COVERED ENTITY

El Rio Santa Cruz Neighborhood Health Center

By: _____

By: _____

Print Name: _____

Print Name: Mark Hodges

Title: _____

Title: Corporate Compliance Officer

Date: _____

Date: _____

Contacts for Notices under this Agreement:

Print Name: _____

Print Name: Mark Hodges

Title: _____

Title: Corporate Compliance Officer

Address: _____

Address: 839 W. Congress St. Tucson, Arizona 85745

Phone: _____

Phone: (520) 670-3830

Security Risk Analysis
Business Associate Agreement (BAA) Requirements

El Rio Community Health Center (ERCHC) may permit a business associate to create, receive, maintain, or transmit ePHI on ERCHC's behalf **only if** ERCHC obtains satisfactory assurances in accordance with HIPAA Security Rule §164.314(a), that the business associate will appropriately safeguard the information by entering into a Business Associate Agreement. To comply with HIPAA rules, ERCHC must also conduct a due diligence process with all business associates to include, but not limited to, obtaining the following HIPAA Security Rule safeguard assurances from each business associate:

1- During the last 12 months has your business been independently audited (i.e. via a security risk analysis) for the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information (ePHI)?

<input type="checkbox"/>	No	<input type="checkbox"/>	Yes
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If yes, were any high level identified during your security risk analysis? Please explain:

2- Does your business have written policies and procedures that address and comply with the HIPAA Breach Notification Rule and the Security Rule's administrative, technical, organizational and physical safeguard requirements?

<input type="checkbox"/>	No	<input type="checkbox"/>	Yes
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3- Has your business implemented a HIPAA-compliant security awareness and training program and trained all employees?

<input type="checkbox"/>	No	<input type="checkbox"/>	Yes
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4- Does your business have IT services that meet HIPAA compliant security standards for protecting ePHI?

<input type="checkbox"/>	No	<input type="checkbox"/>	Yes
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Company Name

Date

Signature

Please Print Name Here

Definition of a Business Associate
§160.103 of title 45, Code of Federal Regulations

Business Associate means, a person who:

(i) On behalf of such covered entity or of an organized health care arrangement in which the covered entity participates, but other than in the capacity of a member of the workforce of such covered entity or arrangement, creates, receives, maintains, or transmits protected health information for a function or activity regulated by this subchapter, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 Code of Federal Regulations § 3.20, billing, benefit management, practice management, and repricing; or

(ii) Provides, other than in the capacity of a member of the workforce of such covered entity, legal, actuarial, accounting, consulting, data aggregation (as defined in §164.501 Code of Federal Regulations), management, administrative, accreditation, or financial services to or for such covered entity, or to or for an organized health care arrangement in which the covered entity participates, where the provision of the service involves the disclosure of protected health information from such covered entity or arrangement, or from another business associate of such covered entity or arrangement, to the person.

(2) A covered entity may be a business associate of another covered entity.

(3) Business Associate includes:

(i) A Health Information Organization, E-prescribing Gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.

(ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.

(iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.