

3rd Party
BUSINESS ASSOCIATE CONTRACT

This Agreement ("Agreement") is made and entered into this _____ day of _____, 2020 by and between

VPTA/ Tri Valley Transit, Inc.
(COVERED ENTITY)

and

3rd Party _____
(BUSINESS ASSOCIATE)

WHEREAS, COVERED ENTITY will make available and/or transfer to BUSINESS ASSOCIATE certain information in conjunction with goods or services that are confidential and must be afforded special treatment and protection.

WHEREAS, BUSINESS ASSOCIATE will have access to and/or receive from COVERED ENTITY certain information, that can be used or disclosed only in accordance with this Agreement and the Department of Health and Human Services ("HHS") HIPAA Privacy and Security, Social Security Act, and the HIPAA HITECH Standards.

NOW THEREFORE, the Parties agree as follows:

1. To the limitations on use and disclosure as established under the terms of this contract.
2. BUSINESS ASSOCIATE hereby agrees to refrain from the use or disclosure of the information provided or made available other than as expressly permitted or required under this contract.
3. BUSINESS ASSOCIATE shall establish and maintain appropriate safeguards to prevent the use or disclosure of information and implement and maintain administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic protected health information that BUSINESS ASSOCIATE receives from COVERED ENTITY or that BUSINESS ASSOCIATE creates, receives, maintains or transmits on behalf of COVERED ENTITY.

The term of this Contract shall commence as of __January 1, 2020_____ and shall expire when all
(Effective Date)

information provided by the COVERED ENTITY to BUSINESS ASSOCIATE is destroyed or returned to the COVERED ENTITY.

THE PARTIES HEREBY AGREE that BUSINESS ASSOCIATE shall be permitted to use and/or disclose information provided or made available from the COVERED ENTITY for the following stated purposes:

Provide Non-Emergency Transportation Services as stated in the contract between Vermont Public Transportation Association and the Department of Health Access, DVHA.

OTHER PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this Agreement:

- a) BUSINESS ASSOCIATE is permitted to use information if necessary to properly manage and/or administer its commerce (excluding support for marketing)
- b) BUSINESS ASSOCIATE may use information to provide Data Aggregation services to COVERED ENTITY as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- b) BUSINESS ASSOCIATE may use information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

REPORTS OF IMPROPER USE OR DISCLOSURE

BUSINESS ASSOCIATE hereby agrees to immediately report to COVERED ENTITY any and all breaches or improper uses or disclosures aside from those permitted in this Agreement or by the Health

Insurance Portability and Accountability Act (HIPAA).

SAFEGUARDS TO PREVENT IMPROPER DISCLOSURES

BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information in any manner other than as provided for by this Agreement and as required by the Health Insurance Portability and Accountability Act. Upon request, BUSINESS ASSOCIATE shall allow COVERED ENTITY to review such safeguards and security measures and procedures.

MITIGATION PROCEDURES

BUSINESS ASSOCIATE agrees to mitigate, to the maximum extent practicable, any harmful effect that is known to Business Associate from use or disclosure of information in a manner contrary to terms of this Agreement or according to the Health Insurance Portability and Accountability Act.

SUBCONTRACTORS AND AGENTS EMPLOYED BY BUSINESS ASSOCIATE

BUSINESS ASSOCIATE hereby agrees that any and all information provided or made available to its subcontractors or agents shall be executed under same terms, conditions, and restrictions on use and disclosure of information as agreed upon in this contract between COVERED ENTITY and BUSINESS ASSOCIATE.

SANCTION PROCEDURES

BUSINESS ASSOCIATE agrees to develop/implement a punitive course of action for its employees, subcontractors, or agents who violate terms of this contract or privacy regulations under the Health Insurance Portability and Accountability Act.

RIGHT TO ACCESS BY THE FEDERAL GOVERNMENT'S DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE hereby agrees to make its internal practices (including policies and procedures), books, and records relating to use or disclosure of information gained or received under terms of this Agreement available to the Secretary of the Department of Health and Human Services or the Secretary's designee for purpose of determining compliance with Privacy and Security standards under the Health Insurance Portability and Accountability Act.

RIGHTS OF INDIVIDUALS TO ACCESS INFORMATION

BUSINESS ASSOCIATE hereby agrees to make available and provide individuals the right to inspect and receive a copy of their protected health information in accordance with 45 CFR § 164.524.

BUSINESS ASSOCIATE agrees to cooperate in making protected health information available to individuals for amendment and agrees to document explicit modifications by the individual in accordance with 45 CFR § 164.526.

BUSINESS ASSOCIATE agrees to provide an account of protected health information disclosures to an individual in accordance with 45 CFR § 164.528.

ELECTRONIC TRANSACTIONS

If BUSINESS ASSOCIATE conducts any HIPAA Standard Transaction for or on behalf of COVERED ENTITY, Business Associate shall comply in accordance with 45 CFR § 162.

PROPERTY RIGHTS

Shared information, including de-identified protected health information, shall be and remains property of COVERED ENTITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to an individual's protected health information as a result of this contract.

TERMINATION FOR CAUSE

BUSINESS ASSOCIATE agrees that COVERED ENTITY has the right to immediately terminate this Agreement and seek relief under Disputes Article if COVERED ENTITY determines that BUSINESS ASSOCIATE has violated a material term of this Agreement.

RETURN OR DESTRUCTION OF INFORMATION

Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE hereby agrees to return or destroy all information received or created on behalf of COVERED ENTITY. BUSINESS ASSOCIATE agrees not to retain any copies of information after termination of this Agreement. If return or destruction of the information is not feasible, BUSINESS ASSOCIATE agrees to extend protections outlined in this Agreement and agrees to limit all further use or disclosure and agrees to provide COVERED ENTITY with written confirmation that the information has been destroyed.

COMPLIANCE WITH STATE LAW

BUSINESS ASSOCIATE acknowledges that by accepting the information from COVERED ENTITY, it becomes a holder of medical records information under the state Privacy laws and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the state Privacy law conflict regarding the degree of protection provided for protected health information, Business Associate shall comply with the more restrictive protection requirement.

GROUND S FOR BREACH

Non-compliance by BUSINESS ASSOCIATE (or any of its subcontractors or agents) with any terms of this Agreement or the Health Insurance Portability and Accountability Act will automatically be considered grounds for breach.

INJUNCTIVE RELIEF

Notwithstanding any rights or remedies provided for in this contract, COVERED ENTITY retains all rights to seek injunctive relief to prevent or stop unauthorized use or disclosure of information by BUSINESS ASSOCIATE or any agent, contractor, or third party that received information from BUSINESS ASSOCIATE.

GOOD FAITH

Parties agree to exercise good faith in performance of this contract.

INDEMNIFICATION

Both parties shall indemnify the other party and hold it harmless from and against any penalties, losses, claims, damages or liabilities (or actions in respect thereof) to which it may become subject insofar as such penalties, losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any unauthorized use or disclosure of Protected Health Information.

DISPUTES

Any controversy or claim arising from or relating to the terms defined under this contract are subject to settlement by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except for injunctive relief.

ATTORNEY FEES

Each party agrees to bear its own legal expenses and any other cost incurred for actions or proceedings brought about by enforcement of this contract, or from an alleged dispute, breach, default, misrepresentation, or injunctive action associated with the provisions of this contract.

ASSIGNMENT

Neither party has the authority to reassign this agreement without the other's written consent.

ENTIRE AGREEMENT

The terms of this Agreement consist of this document and constitute the entire agreement between the stated parties.

AMENDMENT

Both Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for them to comply with the requirements of the Health Insurance Portability and Accountability Act.

INTERPRETATION

Any ambiguity in this Agreement shall be resolved to permit COVERED ENTITY and BUSINESS ASSOCIATE to comply with the Health Insurance Portability and Accountability Act.

AGREED:

COVERED ENTITY:

**Vermont Public Transportation
Association/TVT**

Address:

VPTA

160 Benmont Ave Suite 11

Bennington, VT 05201

Tel: 802-442-0629

Fax: 802-442-0617

Email: ehaytkop@vptaride.org

TVT

297 Creek Road

Middlebury, VT 05753

Tel: 802-388-2287

Fax: 802-388-1888

Email: angela@trivalleytransit.org

Signature

Name

Title

Date

BUSINESS ASSOCIATE:

Vendor: _____

Address: _____

Tel: _____

Fax: _____

Email: _____

Signature

Name

Title

Date