

# BUSINESS ASSOCIATE AGREEMENT

## North Sound Mental Health Administration and Snohomish County

This Business Associate Agreement (“Agreement”), is entered into by and between North Sound Regional Support Network, dba North Sound Mental Health Administration (“NSMHA”) on behalf of itself, and its current and future subsidiaries and affiliates, and Snohomish County (“Business Associate”), including all current and future lines of business, affiliates, and subsidiaries. NSMHA and Business Associate may have entered into various arrangements, and may in the future enter into additional arrangements (collectively, the “Contracts”) pursuant to which Business Associate provides various items or services to NSMHA or for NSMHA’s clients. This Agreement modifies and supplements the terms and conditions of the Contracts, and the provisions set forth herein shall be deemed a part of the Contracts.

1. **Definitions.** The federal privacy regulations at 45 CFR, parts 160 and 164 and the Health Insurance Portability and Accountability Act (42 USC Section 201, et seq.), shall be collectively referred to herein as “HIPAA”. All capitalized terms used in this Agreement have the meaning defined in HIPAA, unless otherwise defined herein.
2. **Purpose: Protected Health Information (PHI).** The purpose of this Agreement is to provide assurances regarding our respective responsibilities to maintain strict confidentiality under applicable Federal and State laws and regulations relating to NSMHA’s patient medical information, financial information, and other patient identifiable health information to which Business Associate gains access pursuant to the Contracts (collectively “PHI”). For purposes of this Agreement, PHI shall be defined consistent with 45 CFR, Section 164.501. The provisions of this Agreement are specifically intended to meet the Business Associate contract requirements of the HIPAA privacy standards spelled out in Section 45 CFR, Section 164.504. Business Associate and NSMHA intend that their respective privacy and security policies, procedures, and practices shall meet (or exceed to the extent provided herein) all applicable Federal and State requirements pertaining to the privacy and confidentiality of PHI as soon as possible, but in no event later than the mandatory HIPAA compliance date.
3. **Confidentiality of PHI.** Business Associate shall comply with all applicable Federal and State laws and regulations relating to maintaining and safeguarding the confidentiality of PHI. Business Associate shall assure that Business Associate’s employees, subcontractors, and agents comply with such laws and regulations and the provisions of this Agreement. Neither Business Associate nor any of its employees, subcontractors, or agents shall use or further disclose PHI in any manner that would violate the requirements of this Agreement or the HIPAA privacy regulations as set forth in 45 CFR, Sections 160 and 164. Business Associate may use and disclose PHI when necessary for Business Associate’s proper management and administration, or to carry out Business Associate’s specific legal responsibilities pursuant to the Contracts. Business Associate shall not request or disclose more information than the minimum amount necessary to allow Business Associate to perform its functions pursuant to the Contracts. Business Associate shall not use or further disclose PHI in any manner that would violate the HIPAA privacy standards as set forth in 45 CFR, Sections 160 and 164.

- 1 **4. Safeguards for PHI.** Business Associate shall use appropriate safeguards to prevent the use or disclosure  
2 of PHI other than expressly provided for in this Agreement. Business Associate shall assure that any  
3 agents or subcontractors to whom it provides any PHI under this Agreement shall agree to the same  
4 restrictions and conditions of Business Associate under this Agreement to assure that such agent or  
5 subcontractor complies in all respects with the provisions of this Agreement and the HIPAA privacy  
6 standards.  
7
- 8 **5. Individual Access to PHI.** Business Associate agrees to provide individuals with access to their PHI in  
9 a Designated Record Set as requested by NSMHA or as otherwise required to meet requirements of  
10 HIPAA privacy standards including 45 CFR 164.524.  
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- 12 **6. Third Party Requests for Access to PHI.** Business Associate agrees to promptly notify NSMHA of  
13 Business Associate's receipt of any request, subpoena, qualified protective order, or other legal process to  
14 obtain PHI. The provisions of this section shall survive the termination of this Agreement.  
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- 16 **7. Amendments to PHI.** Business Associate agrees to make amendment(s) to PHI in a Designated Record  
17 Set as authorized by NSMHA in compliance with 45 CFR 164.526.  
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- 19 **8. Accounting for Disclosures of PHI.** Business Associate shall cooperate with NSMHA by providing  
20 appropriate information to NSMHA to fulfill both parties' responsibilities under 45 CFR, Section 164.528.  
21 Business Associate agrees to provide an accounting of any disclosures of PHI for up to the six-year period  
22 preceding the date of the request for an accounting. Such information shall include:  
23
- 24 a. The date of the disclosure;
  - 25 b. The name and address of the person or entity who received the PHI;
  - 26 c. A brief description of the disclosed PHI;
  - 27 d. A brief statement of the purpose of the disclosure including an explanation of the basis for such  
28 disclosure; and
  - 29 e. Such other information as may be required by applicable laws or regulations.  
30
- 31 Business Associate must provide all such information to NSMHA on a timely basis not later than seven  
32 (7) calendar days after NSMHA requests such information, unless otherwise specified by NHMSA. The  
33 provisions of this section shall survive termination of this Agreement.  
34
- 35 **9. Access to Business Associate's Books and Records.** Business Associate shall make available to the  
36 Secretary of the Department of Health and Human Services its internal practices, books and records  
37 relating to the use and disclosure of PHI received from, or created or received by, Business Associate on  
38 behalf of NSMHA for the purpose of determining Business Associate's compliance with the requirements  
39 of this Agreement and the HIPAA privacy standards. The provisions of this section shall survive  
40 termination of this Agreement.  
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- 42 **10. Reporting and Auditing of Improper Use of PHI.** Business Associate shall promptly report to  
43 NSMHA any use or disclosure of NSMHA client PHI that is unauthorized or otherwise violates the terms  
44 of this Agreement.  
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- 46 **11. HIPAA Requirements.** Business Associate and NSMHA agree to work cooperatively to meet applicable  
47 requirements of the HIPAA regulations.  
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1 **12. Termination of Applicable Contract.** NSMHA shall have the right to terminate any or all of the  
2 Contracts if Business Associate has violated a material term of this Agreement. Upon any such  
3 termination, Business Associate shall promptly return or destroy all PHI received from NSMHA in  
4 connection with the terminated Contracts. If the return or destruction of PHI is not feasible, Business  
5 Associate shall continue the protections required under this Agreement to the PHI consistent with the  
6 requirements of this Agreement and the HIPAA privacy standards. In the event that Business Associate  
7 ceases to do business or otherwise terminates its relationship with NSMHA, Business Associate agrees to  
8 promptly return or destroy all PHI received from NSMHA in a timely manner. Business Associate may  
9 not assign this Agreement, in whole or in part, without NSMHA's prior consent. All terms and  
10 conditions of this Agreement will be binding upon and inure to the benefit of and be enforced by the  
11 parties hereto and their respective successors and permitted assigns.  
12

13 **13. Business Associate's Privacy and Security Policies and Practices.** Business Associate's privacy and  
14 security policies and practices shall meet or exceed current standards set by applicable state and federal  
15 law for the protection of PHI including, without limitation, user authentication, data encryption,  
16 monitoring and recording of database access, internal privacy standards and a compliance plan designed to  
17 provide assurances that the requirements of this Agreement are met. Business Associate shall:  
18

- 19 a. Implement administrative, physical, and technical safeguards that reasonably and appropriately  
20 protect the confidentiality, integrity and availability of NSMHA's electronic PHI;
- 21 b. Ensure that Business Associate's agents and subcontractors to whom it provides PHI, implement  
22 administrative, physical and technical safeguards that reasonably and appropriately protect the  
23 confidentiality, integrity and availability of NSMHA's PHI; and
- 24 c. Report to NSMHA any security incident of which it becomes aware.  
25

26 **14. Miscellaneous.**  
27

- 28 a. **Indemnification.** Business Associate hereby agrees to indemnify and hold NSMHA and its  
29 officers, directors, employees and agents harmless from and against any and all loss, liability, or  
30 damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a  
31 breach of any provision of this Agreement by Business Associate, or its employees or agents. The  
32 provisions of this section shall survive termination of this Agreement.  
33
- 34 b. **Insurance.** Upon written request of NSMHA, Business Associate shall obtain and maintain, at  
35 its sole expense, during the term of this Agreement liability insurance on an occurrence basis with  
36 responsible insurance companies acceptable to NSMHA and covering claims based upon a  
37 violation of any of the HIPAA Privacy standards or any applicable state law or regulation  
38 concerning the privacy of patient information in amount specified by NSMHA in its request.  
39 NSMHA reserves the right to require that such insurance policy shall name NSMHA as an  
40 additional named insured and shall provide for 30 days prior written notice to NSMHA in the  
41 event of any decrease, cancellation, or non-renewal of such insurance. A copy of such policy or a  
42 certificate evidencing the policy shall be provided to NSMHA upon written request.  
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- 44 c. **Independent Contractor.** Under this Agreement, Business Associate shall at all times be acting  
45 and performing in the status of independent contractor to NSMHA. Business Associate shall not  
46 by virtue of this Agreement be deemed a partner or joint venturer of NSMHA. No person  
47 employed by Business Associate will be an employee of NSMHA, and NSMHA shall have no  
48 liability for payment of any wages, payroll taxes, and other expenses of employment for any

1 employee of Business Associate. Business Associate is constituted the agent of NSMHA only for  
2 the purpose of, and to the extent necessary to, carrying out its obligations under this Agreement.  
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- 4 d. **Notices.** Any notice, request, demand, report, approval, election, consent or other  
5 communication required or permitted under the terms of this Agreement (collectively, "Notice")  
6 shall be in writing and either delivered personally, by registered or certified mail, return receipt  
7 requested, postage prepaid, or by reputable overnight courier, addressed as follows:  
8

9 North Sound Mental Health Administration  
10 117 North 1<sup>st</sup>, Suite 8  
11 Mount Vernon, WA 98273  
12 Attention: Executive Director  
13 With a copy to: NSMHA, Privacy Officer  
14

15 To Business Associate:  
16 Snohomish County Human Services  
17 3000 Rockefeller, MS 305  
18 Everett, WA 98201  
19 Attention: Ken Stark, Administrator  
20

- 21 e. **Amendment.** This Agreement may not be amended, modified or terminated orally, and no  
22 amendment, modification, termination or attempted waiver shall be valid unless in writing signed  
23 by both parties.  
24

25 If the foregoing meets with your understanding and approval, please show your acceptance and agreement by  
26 signing and returning one copy of this Agreement to the undersigned, at which point this Agreement shall  
27 become effective as of the date indicated below. By signing below, the undersigned warrants that he/she is  
28 an authorized agent of Business Associate, and his/her signature is binding upon Business Associate.  
29

30 **NORTH SOUND MENTAL HEALTH ADMINISTRATION**  
31  
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33

34 \_\_\_\_\_  
35 **Charles R. Benjamin, Executive Director**  
36  
37

\_\_\_\_\_ **Date**

38 **ACCEPTED AND AGREED TO:**  
39 **SNOHOMISH COUNTY**  
40  
41  
42

43 \_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_ **Date**