

## Business Associate Agreement to Protect PHI

### **Definitions:**

"Business Associate" or "BUS Assoc" means person or company that is your business associate.

"Covered Entity" or "Cov Entity IBCLC" mean that lactation consultant who is the covered entity.

"HIPAA" is the short-hand term for the Health Insurance Portability and Accountability Act of 1996.

"Individual" means a person(mother) who is the subject of protected health information.

"Outsiders" means people who are not a part of the business associate agreement and who do not have a legitimate need for PHI.

"Privacy Rule" means the privacy-protection regulations under HIPAA found at 45 CFR Part 160 and Part 164.

"Protected Health Information" or "PHI" mean individually-identifiable health information that is transmitted or maintained in any for,.

### **Our Agreement:**

\_\_\_\_\_ is providing service or good (described at the end of this sentence) to Lin Cook IBCLC, and in so doing \_\_\_\_\_ will have access to PHI.

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PHI is the property of Lin Cook IBCLC. In order to keep the PHI private from outsiders (as required by federal law under HIPAA's privacy rule), \_\_\_\_\_ will use the procedures and precautions as listed in this agreement

### **Obligations and activities of the business associates:**

\_\_\_\_\_ may only use or disclose PHI as listed in this agreement (or as otherwise required by law).

\_\_\_\_\_ will use appropriate safeguards to protect PHI, and prevent outsiders from having access to PHI.

If PHI is mistakenly disclosed to outsiders, \_\_\_\_\_ will make every effort to mitigate and harmful effects by the disclosure.

If PHI is mistakenly disclosed to outsiders, \_\_\_\_\_ will report this to Lin Cook IBCLC within three business days of mistake.

### **Permitted uses and disclosures of PHI by business associate:**

\_\_\_\_\_ can disclose, use or share PHI, if it is part of the service or goods that \_\_\_\_\_ has agreed to provide to Lin Cook IBCLC.

\_\_\_\_\_ will give Lin Cook IBCLC access to PHI. If an individual wants PHI, \_\_\_\_\_ must first ask Lin Cook IBCLC if disclosure is allowed.

\_\_\_\_\_ may use PHI to report violations of HIPAA law under its "whistle blower" section, 45 CFR 164.501(j)(1).

### **Obligations and Covered Entity:**

Lin Cook IBCLC will give \_\_\_\_\_ a copy of its Notice of Privacy Practices, which describes, Lin Cook IBCLC duty to protect the privacy PHI.

Lin Cook IBCLC will notify \_\_\_\_\_ if an individual has given authorization for disclosure of PHI, or has sought special restrictions on disclosure of PHI.

Lin Cook IBCLC will follow the Privacy Rule under HIPAA, and will not ask \_\_\_\_\_ to handle PHI any differently.

### **Termination:**

This agreement ends on the termination date listed in the signature block at the end of this document, OR when \_\_\_\_\_ is done providing its services/goods to Lin Cook IBCLC, whichever is first.

### **Termination for Cause:**

If Lin Cook IBCLC has knowledge that \_\_\_\_\_ made a material breach of this agreement, disclosing PHI in a way not permitted by this agreement, Lin Cook IBCLC shall do one of the following:

- (1) Provide an opportunity for \_\_\_\_\_ to cure the breach/end the violation, by a specific date set by Lin Cook IBCLC. If cure has not been made by that date, this business agreement is immediately terminated for cause.
- (2) Immediately terminate this business associate agreement where cure of the breach is not possible.
- (3) Report the breach to federal HIPAA enforcement authorities at the Office of Civil Rights, Dept of Health and Human Services, where neither cure nor termination are feasible.

### **Duties when this business associate agreement ends:**

All PHI must be (select one) \_\_\_\_\_ returned to Lin Cook IBCLC or \_\_\_\_\_ destroyed by \_\_\_\_\_. This includes PHI that is in the possession of \_\_\_\_\_ subcontractors. \_\_\_\_\_ will not keep any copies of PHI.

\_\_\_\_\_ must notify Lin Cook IBCLC if \_\_\_\_\_ can not return or destroy PHI, explaining the reasons why.

**Interpretation:**

Where this business associate agreement is ambiguous, resolving the issue must permit Lin Cook IBCLC to comply with HIPAA's privacy rule.

**Signatures and Dates:**

(1) This business associate agreement is between Lin Cook IBCLC and \_\_\_\_\_  
Covered Entity Business Associate

Name: Lin Cook IBCLC Name: \_\_\_\_\_

Title: Lactation Consultant Title: \_\_\_\_\_

Address: 1220 Maxwell St Address: \_\_\_\_\_

N. Charleston, SC 29405 \_\_\_\_\_

Phone: 843-744-4777 Phone: \_\_\_\_\_

Email: [Lin.mothershelper@gmail.com](mailto:Lin.mothershelper@gmail.com) Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date \_\_\_\_\_

(2) This business associate agreement is effective for the following period:

Start date: \_\_\_/\_\_\_/\_\_\_ End date: \_\_\_/\_\_\_/\_\_\_  
Month Day Year Month Day Year

OR, this agreement ends when the following events occurs, indicating \_\_\_\_\_ has completed providing its service/goods to Lin Cook IBCLC:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_