

**CENTRAL MICHIGAN UNIVERSITY
BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (“Addendum”) is between Central Michigan University, (“CMU”) and _____ (“Business Associate”).

BACKGROUND

CMU is subject to certain provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and to Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E (“Privacy Rule”). It is also subject to Standards for the Security of Electronic Protected Health Information at 45 CFR Parts 160, 162, and 164 (“Security Rule”).

CMU and Business Associate are parties to an Agreement pursuant to which Business Associate provides certain services to CMU and, in connection with those services, Business Associate may come into contact with, or Use or Disclose Protected Health Information (PHI) of Individuals maintained by CMU.

Pursuant to HIPAA Regulations, all Business Associates of CMU must agree in writing to certain provisions regarding, among other things, the Use and Disclosure of Protected Health Information.

The purpose of this Addendum is to set forth the terms and conditions under which Protected Health Information shall be maintained, used and disclosed by Business Associate, in order to satisfy the requirements of HIPAA and its regulations.

TERMS

CMU and Business Associate (“Parties”) agree as follows:

1. Definitions. In addition to those terms already defined, the capitalized terms used in this Addendum will have the same meaning as those terms in the Privacy Rule unless the context requires otherwise.
2. Obligations and Activities of Business Associate.
 - 2.1 Use and Disclosure of PHI. Business Associate will not Use or Disclose PHI received from, or created or received by Business Associate on behalf of, CMU other than as permitted or required by this Addendum or as Required By Law.
 - 2.2 Safeguards Against Misuse of Information. Business Associate will use appropriate safeguards to prevent the Use or Disclosure of PHI other than as provided for by this Addendum.
 - 2.3 Security of Electronically protected health information. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronically

protected health information that it creates, receives, maintains or transmits on behalf of CMU.

- 2.4 Mitigation of Harmful Effects. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
- 2.5 Reporting of Disclosures of Protected Health Information. Business Associate will promptly report to CMU any Use or Disclosure of PHI not provided for by this Addendum of which Business Associate becomes aware.
- 2.6 Disclosures to Agents and Subcontractors. Business Associate will ensure that any agent or subcontractor to whom it provides PHI received from, or created or received by Business Associate on behalf of, CMU agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. An agent or subcontractor, for the purposes of this Addendum, includes any person to whom Business Associate delegates a function, activity or service that Business Associate has agreed to perform for CMU.
- 2.7 Requests to Access Designated Record Sets. If Business Associate receives PHI from Covered Entity in a designated record set, then Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity within ten (10) days or, as directed by Covered Entity, to an Individual within thirty (30) days, in order to meet the access requirements under the Privacy Rule.
- 2.8 Requests to Amend Designated Record Sets. If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate agrees to promptly make amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to in the time and manner designated by Covered Entity, to the extent permitted by law.
- 2.9 Availability of Books and Records. Business Associate agrees, upon CMU's written request or as otherwise Required by Law, to make its internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, CMU available to CMU and the Secretary of the United States Department of Health and Human Services in a time and manner designated by the Secretary for purposes of the Secretary determining CMU's compliance with the Privacy Rule.
- 2.10 Disclosure Accounting. So that CMU may meet its Disclosure accounting obligations under the Privacy Rule, CMU requests and Business Associate agrees:
 - 2.10.1 Disclosure Tracking. Except as provided in 2.9.2, Business Associate will record for each Disclosure of PHI, if any (i) the Disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the Disclosure, (iii) a brief description of the PHI

Disclosed, and (iv) a brief statement of the purpose of the Disclosure (collectively, the “Disclosure Information”). Business Associate will make this Disclosure Information available to CMU promptly upon CMU’s request.

2.10.2 Exceptions from Disclosure Tracking. Business Associate need not record Disclosure Information or otherwise account for Disclosures of PHI that this Addendum or CMU in writing permits or requires (i) for the purpose of CMU’s Treatment, Payment or Health Care Operations, (ii) to the Individual who is the subject of the PHI Disclosed or to that Individual’s personal representative; (iii) to persons involved in that Individual’s health care or Payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, or (vi) to law enforcement officials or correctional institutions regarding inmates.

2.10.3 Disclosure Tracking Time Periods. Business Associate must have available for CMU the Disclosure Information required by this Addendum for the six (6) years preceding CMU’s request for the Disclosure Information (except Business Associate need have no Disclosure Information for Disclosures occurring before April 14, 2003).

3. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this Addendum:

3.1 Provision of Services. Business Associate may Use or Disclose PHI to perform the services for CMU specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by CMU.

3.2 Data Aggregation Services. To the extent applicable, Business Associate may Use PHI to provide Data Aggregation services to CMU.

3.3 Uses for Business Associate Management and Administration. Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out Business Associate’s own legal responsibilities.

3.4 Disclosures for Business Associate Management and Administration. Business Associate may Disclose PHI for the proper management and administration of Business Associate provided:

3.4.1 Such Disclosures are Required By Law; or

3.4.2 Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person; and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Obligations of CMU.

- 4.1 Notice to Business Associate. CMU will notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- 4.2 Changes in or Revocation of Permission to Use or Disclose PHI. CMU will notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, if such changes affect Business Associate's Use or Disclosure of PHI.
- 4.3 Restrictions to the Use or Disclosure of PHI. CMU will notify Business Associate of any restriction to the Use or Disclosure of PHI that CMU has agreed to, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

5. Term and Termination.

- 5.1 Legal Effect and Term. This Addendum shall be considered an amendment to the Services Agreement and shall become effective on the latter of April 14, 2003, or the date on which it is signed by both Parties. This Addendum shall remain in effect during the entire period the Services Agreement is in effect and shall terminate when all of the PHI provided by CMU to Business Associate, or created or received by Business Associate on behalf of CMU, is destroyed or returned to CMU in accord with Section 5.3.
- 5.2 Termination for Cause. Upon CMU's knowledge of a material breach of this Addendum by Business Associate, CMU may either immediately terminate the Services Agreement or provide a reasonable opportunity for Business Associate to cure the breach or end the violation. If CMU offers Business Associate an opportunity to cure, but cure is not possible or Business Associate does not cure the breach or end the violation within a reasonable time as specified by CMU, CMU may immediately terminate the Services Agreement. If neither termination nor cure are feasible, CMU shall report the violation to the Secretary of the United States Department of Health and Human Services.
- 5.3 Effect of Termination of Services Agreement.
- 5.3.1 Except as provided in paragraph 5.3.2, upon termination of the Services Agreement for any reason, Business Associate will return or, at CMU's direction destroy, all PHI received from CMU, or created or received by Business Associate on behalf of CMU, including PHI that is in the possession of subcontractors or agents of Business Associate.
- 5.3.2 If Business Associate and CMU agree that returning or destroying PHI is infeasible, Business Associate shall provide CMU notification of the conditions that make the return or destruction infeasible. If return or destruction of PHI is infeasible, Business Associate shall extend the

protections of this Addendum to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. Miscellaneous.

6.1 Regulatory References. A reference in this Addendum to a provision in the Privacy Rule means the provision as in effect or as amended, and for which compliance is required.

6.2 Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for CMU to comply with the requirements of the Privacy Rule or the Security Rule and HIPAA.

6.3 Survival. The respective rights and obligations of Business Associate and CMU under the termination provision of this Addendum shall survive the termination of the Services Agreement.

6.4 Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits CMU to comply with the Privacy Rule.

IT IS SO AGREED.

AGREED TO ON BEHALF OF
Central Michigan University

AGREED TO ON BEHALF OF
Business Associate

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

May 14, 2003