



Business Associate Agreement

This Business Associate Agreement ("Agreement") is made and entered into effective as of _____, by and between Kerry Lacsamana, DBA Nightingale Interpreting Services, 6220 Westpark Suite 245I Houston, Texas 77057 and "Contractor" _____ with a Principal Business Address: _____.

RECITALS

WHEREAS, the parties have entered into a business relationship whether by contract, commercial course of dealing, or otherwise, whereby contractor Business Associate provides services to covered entities and Business Associate receives, has access to, creates, maintains, or transmits protected health information in order to provide those services; and

WHEREAS, Nightingale Interpreting Services is a "Business Associate" as defined by the Health Insurance Portability and Accounting Act of 1996, as amended ("HIPAA");

WHEREAS, Covered Entities and Business Associates intend to protect the privacy and provide for the security of protected health information disclosed to contracting Business Associates in compliance with HIPAA and other applicable laws,

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean "Nightingale Interpreting Services" and its contractor.





- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall refer to any party contracting with Nightingale Interpreting Services obligated by HIPAA Rules.
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) Business Associate agrees to immediately report any breach of information to:

Kerry Lacsamana
Nightingale Interpreting Services
3130 Grants Lake Blvd. #18631 Sugar Land, Texas 77496
Kerry@nightingaleinterpreting.com
- (e) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (f) Make available protected health information in a designated record set to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (g) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;





- (h) Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (i) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (j) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules. (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in Nightingale Interpreter Service Agreement.

Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in Nightingale Interpreter Service Agreement.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.
- (e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

Permissible Requests by Covered Entity

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.





Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of _____, and shall terminate on notification by the contracting agent or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement.
- (c) Obligations of Business Associate upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

- 1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
 - 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
 - 4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in **Permitted Uses** which applied prior to termination; and
 - 5. Destroy or transmit the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
- (d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.





(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective as of the date stated above.

Business Associate:

Kerry Lacsamana
HIPAA Compliance Officer
Nightingale Interpreting Services Inc.
3130 Grants Lake Blvd. #16831 Sugar Land, Texas 77496

Kerry Lacsamana: _____

Dated: _____

Contracted Business Associate (Interpreter):

Company or Name (Print): _____

Address: _____

Contractor Authorized Signature: _____

Dated: _____

