

**Centennial Medical Center
Business Associate Contract
in accordance with
the Health Insurance Portability and Accountability Act
And Incorporated Security Addendum**

Tenet Frisco, Ltd. d/b/a



This Agreement is entered into by and between Centennial Medical Center ("Centennial" and "Business Associate") and Collin County Healthcare Foundation ("Manager") is signed and effective between the two Parties as of the 1st of April, 2012 ("Effective Date").

WITNESSETH:

WHEREAS, Centennial, as an entity involved in providing health care to the citizens of Collin County, Texas, and is a payor of medical services for individuals living in Collin County, Texas, and desires to become a Business Associate of Manager which will provide administrative services on behalf of Centennial; and

WHEREAS, Centennial, as an entity involved in providing health care to the citizens of Collin County, Texas, and is a payor of medical services, desires to ensure proper use of all funds extended by Centennial for treating citizens of Collin County, Texas, and Centennial participates in studies and research to aid in health care treatment and awareness of the citizens of Collin County, Texas, and therefore has a need to review certain data and information associated with medical services being paid by Centennial; and

WHEREAS, Project Access will make available and/or transfer to Centennial certain data and information which may be Protected Health Information, in conjunction with goods, services, and treatment that are being provided by Project Access to an individual whose medical treatment is paid by Centennial, and therefore such data and information that is confidential must be afforded special treatment and protection; and

WHEREAS, Manager will have access to and/or receive on behalf of Centennial certain Protected Health Information that can be used or disclosed only in accordance with this Contract and the HHS Privacy Regulations; and

WHEREAS, Centennial and Manager hereby agree to comply in all of their business transactions with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"). In the event of conflicting terms or conditions in any other written or oral agreement entered by the parties, the terms of this Agreement shall govern.

NOW, THEREFORE, Centennial and Manager agree as follows:

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
 - a. "Contract" shall refer to this document.
 - b. "Business Associate" shall mean Centennial Medical Center also referred to as Centennial.
 - c. "Centennial" shall mean the Centennial Medical Center, a Business Associate under this Agreement.
 - d. "Health Care Operations" are certain administrative, financial, legal, and quality improvement activities of a covered entity that are necessary to run its business and to support the core functions of treatment and payment. These activities, are listed in the definition of "health care operations" at 45 CFR 164.501.
 - e. "HHS Privacy Regulations" shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164.
 - f. "Individual" shall mean the person who is the subject of the Protected Health Information, and has the same meaning as the term "individual" is defined by 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - g. "Protected Health Information" shall have the same meaning as the term protected health "Protected Health Information" in 45 CFR 164.501, limited to the Protected Health Information created or received by Manager from or on behalf of Centennial.
 - h. "Required by Law" shall have the same meaning as the term has in 45 CRT 164.501.
 - i. "Parties" shall mean Collin County Healthcare Foundation (Manager) and Centennial Medical Center (Business Associate and Centennial).
 - j. "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
2. **Term.** The term of this Agreement shall commence as of the Effective Date, and shall expire when all of the Protected Health Information created or received by Manager on behalf of Business Associate is destroyed, deleted from data indices, or returned to Centennial pursuant to clause 7(i).

3. **Renewal Terms.** This Agreement may be renewed for additional terms following the expiration of the Term, by a writing executed by the Parties setting forth such renewal terms.
4. **Limits on Use and Disclosure Established by Terms of Contract.** Manager hereby agrees that it shall be prohibited from using or disclosing the Protected Health Information received or created on behalf of Centennial for any purpose other than as expressly permitted by this Contract or as required by law. (ref. 164.504(e)(2)(i).)
5. **Stated Purposes for which Manager May Use or Disclose Protected Health Information.** The Parties hereby agree that Manager shall be permitted to use and/or disclose Protected Health Information provided or made available from Provider for the following stated purposes:

Manager shall be entitled to access and or use the minimum necessary Protected Health Information as is necessary for Manager to carry out its duties to ensure that Centennial funds are used as stated in the attached and incorporated AGREEMENT FOR DELIVERY OF HEALTH CARE SERVICES FOR INDIGENT RESIDENTS OF COLLIN COUNTY, TEXAS, between Centennial and Project Access for the provision of medical services to low income, uninsured United State's citizens and legal residents residing and domiciled in Collin County, Texas, and further to use such data and information to participate in studies and research for the benefit of health care and awareness to the benefit of the citizens of the United States, Texas, and Collin County, Texas. (ref. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

6. **Additional Purposes For Which Manager May Use Or Disclose Protected Health Information.** In addition to the Stated Purposes for which Manager may use or disclose Protected Health Information described in clause 5, Manager may use or disclose Protected Health Information created or received on behalf of Centennial for the following additional purpose(s):
 - a. **Use of Protected Health Information for Management, Administration and Legal Responsibilities.** Manager is permitted to use Protected Health Information if necessary for the proper management and administration of Manager or to carry out legal responsibilities of Centennial or Manager. (ref. 164.504 (e)(4)(i)(A-B))
 - b. **Disclosure of Protected Health Information For Management, Administration and Legal Responsibilities.** Manager is permitted to disclose Protected Health Information received from or on behalf of Centennial for the proper management and administration of Manager or to carry out legal responsibilities of Manager or Centennial, provided:
 - i. The disclosure is required by law; or

- ii. That Manager obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the Protected Health Information, and the person immediately notifies the Manager of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached. (ref. 164.504(e)(4)(ii).
- c. **Data Aggregation Services.** Manager is also permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of Centennial or Manager. (ref.164.504(e)(2)(i)(B))

7. OBLIGATIONS:

- a. **Limits on Use and Further Disclosure Established by Contract and Law.** Manager hereby agrees that the Protected Health Information provided or made available to Manager on behalf of Centennial shall not be further used or disclosed other than is permitted or required by the Contract or as required by law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A))
- b. **Appropriate Safeguards.** Manager will establish and maintain appropriate safeguards to prevent any use or disclosure of the Protected Health Information, other than as provided for by this Contract. (ref. 164.504(e)(2)(ii)(B))
- c. **Reports of Improper Use or Disclosure.** Manager hereby agrees that it shall report to Centennial **within two (2) days of discovery** any use or disclosure of Protected Health Information not provided for or allowed by this Contract. (ref. 164.504(e)(2)(ii)(C))
- d. **Subcontractors and Agents.** Manager hereby agrees that anytime Protected Health Information is provided or made available to any subcontractors or agents, Manager must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restriction on the use and disclosure of Protected Health Information as contained in this Contract. (ref. 164.504(e)(2)(ii)(D))
- e. **Right of Access to Protected Health Information.** Manager hereby agrees to make available and provide a right of access to Protected Health Information by an Individual. This right of access shall conform with and meet all of the requirements of 45 C.F.R. 164.524, including substitution of the words "Centennial" with Business Associate where appropriate. (ref. 164.504(e)(2)(ii)(E))

- f. **Amendment and Incorporation of Amendments.** Manager agrees to make available Protected Health Information available for amendment and to incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. 164.526, including substitution of the words "Centennial" with Business Associate where appropriate. (ref. 164.504(e)(2)(ii)(F))
- g. **Provide Accounting.** Manager agrees to make Protected Health Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "Centennial" with Business Associate where appropriate. (ref. 164.504(e)(2)(ii)(G))
- h. **Access to Books and Records.** Manager hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Protected Health Information received from, or created or received by Provider available to the Secretary or the Secretary's designee for the purposes of determining compliance with the HHS Privacy Regulations. (ref. 164.504(e)(2)(ii)(H))
- i. **Return or Destruction of Protected Health Information.** At termination of this Contract, Manager hereby agrees to return, delete from its indices, or destroy all Protected Health Information received from, or created or received by Manager from or on behalf of Centennial. Manager agrees not to retain any copies of the Protected Health Information after termination of this Contract. If return or destruction of the Protected Health Information is not feasible, Manager agrees to extend the protections of this Contract for as long as necessary to protect the Protected Health Information and to limit any further use or disclosure. If Manager elects to destroy or delete from its indices the Protected Health Information, it shall certify to Provider that the Protected Health Information has been destroyed. (ref. 164.504(e)(2)(ii)(I))
- j. **Mitigation Procedures.** Manager agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Protected Health Information in a manner contrary to this Contract or the HHS Privacy Regulations. (ref. 164.530(f))

Manager agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or the HHS Privacy Regulations. (164.530(e)(1))

8. **Obligations of Business Associate**

Provisions for Business Associate to Inform Provider of Privacy Practices and Restrictions:

- a. **Business Associate shall notify Manager of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such**

limitation may affect Business Associates use or disclosure of Protected Health Information.

- b. Business Associate shall notify Manager of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associates use or disclosure of Protected Health Information.
 - c. Business Associate shall notify Manager of any restriction to the use or disclosure of Protected Health Information that Business Associate has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associates use or disclosure of Protected Health Information.
9. **Property Rights.** The Protected Health Information shall be and remain the property of Centennial or designee. Manager agrees that it acquires no title or rights to the Protected Health Information, including any de-identified Protected Health Information, as a result of this Contract.
10. **Termination of Contract.** Both parties agree that either party has the right to immediately terminate this Contract and seek relief under the Disputes Article if either party determines that either party has violated a material term of this Contract. (ref. 164.506(e)(2)(iii))
11. **Grounds for Breach.** Any non compliance by Business Associate with this contract or the HHS Privacy Regulations will automatically be considered grounds for Breach, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non compliance.
12. **Choice of Law.** This Contract shall be governed by the law of the State of Texas. The Parties also agree that for purposes of privacy rights, the HHS Privacy Regulation shall supercede all applicable state laws.
13. **Disputes.** Any controversy or claim arising out of or relating to the contract will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), except for injunctive relief as described below in article or in court of competent jurisdiction.
14. **Injunctive Relief.** Notwithstanding any rights or remedies provided for in this Contract, Centennial retains all rights to seek injunctive relief in a court of competent jurisdiction to prevent or stop the unauthorized use or disclosure of Protected Health Information by Manager or any agent, contractor or third party that received Protected Health Information from Manager.

MISCELLANEOUS:

15. **Binding Nature and Assignment.** This Contract shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

16. **Notices.** Whenever under this Contract one party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States Mail, postage prepaid, and addressed as follows:

Centennial: Centennial Medical Center
12505 Lebanon Road
Frisco, Texas 75035

Copy to: Gjerset & Lorenz, LLP
2801 Via Fortuna, Suite 500
Austin, TX 78746

Manager: Collin County Healthcare Foundation
Collin County McKinney Plaza Location
825 N. McDonald St.
McKinney, Texas 75069

Either Party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

17. **Good Faith.** The Parties agree to exercise good faith in the performance of this Contract.

18. **Article Headings.** The article headings used are for reference and convenience only, and shall not enter into the interpretation of this Contract.

19. **Force Majeure.** Business Associate shall be excused from performance under this Contract for any period Business Associate is prevented from performing any services pursuant hereto, in whole or in part, as a result of an Act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and such nonperformance shall not be grounds for termination.

20. **Attorney's Fees.** Except as otherwise specified in this Contract, if any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this Contract, the prevailing Party shall be entitled to collect reasonable attorney's fees related to the enforcement of this Contract.

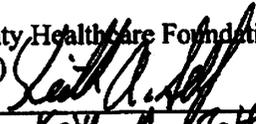
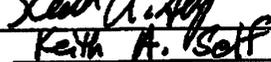
21. **Entire Agreement.** This Contract constitutes the entire agreement between the Parties for the purposes of a Business Associate Contract in accordance with the Health Insurance Portability and Accountability Act. There are no understandings or agreements

relating to this Contract which are not fully expressed in this Contract and no change, waiver or discharge of obligations arising under this Contract shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

22. **Security Addendum.** Pursuant to the requirements of the Security Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("Security Rule") found at 45 CFR Part 164. Centennial and Manager agree to assume the following obligations regarding electronic Protected Health Information (e-PHI):
- a. Centennial and Manager agree to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits.
 - b. Centennial and Manager will ensure that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of e-PHI.
 - c. Centennial and Manager agree to alert the other party of any security incident (as defined by the HIPAA Security Rule) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report of any loss of data or other information system compromise as a result of the incident.
 - d. Centennial and Manager agree to termination of the BA Agreement if either party reasonably determines that either party has violated a material term of this Amendment.

IN WITNESS WHEREOF, Centennial and Manager have caused this Contract to be signed and delivered by their duly authorized representatives, as of the date set forth above.

Tenet Frisco, Ltd. d/b/a
Centennial Medical Center
("Centennial")
By: 
Print Name: Joe Thomas
Title: CEO


Collin County Healthcare Foundation
("Manager")
By: 
Print Name: Keith A. Self
Title: County Judge