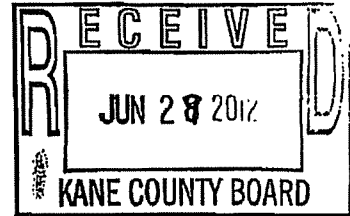


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: HIPPA BUSINESS ASSOCIATE ADDENDUM
Provena

Submitted by: Michael Isaacson

Date Submitted: June 26, 2012

Examined by: Ben Lulue

(Print name)

[Signature]

(Signature)

7-6-12

(Date)

Post on Web: Yes No Atty. Initials VL

Comments: The Provena hospitals have requested that any organizations that contract with them complete this form.

The health department anticipates contracting around cessation efforts with the hospitals as we have done in the past.

Chairman signed: Yes No (Date) _____

Document returned to: Barbara Jefferson / Health Department

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“**Addendum**”) supplements and is made part of the agreement known as Professional Services Agreement (“**Agreement**”), by and between Kane County Health Department (hereinafter “**Business Associate**”) and Provena Saint Joseph Hospital, an operating unit of Provena Hospitals (hereinafter “**Covered Entity**”) dated [REDACTED], 2012.

Covered Entity and Business Associate mutually agree to modify the Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), HIPAA’s implementing regulations, the Standards for Privacy of Individually Identifiable Health Information (the “**Privacy Rule**”) and the Security Standards for the Protection of Electronic Protected Health Information (the “**Security Rule**”) found at Title 45, Parts 160 and 164 of the Code of Federal Regulations, dealing with the security, confidentiality, integrity and availability of protected health or health-related information, and the Health Information Technology for Economic and Clinical Health Act contained in Public Law 111-005, as it may be codified in the U.S. Code (“**HITECH Act**”). If any conflict exists between the terms of the original Agreement and this Addendum, the terms of this Addendum shall govern.

ARTICLE 1 DEFINITIONS

1.1 “**Protected Health Information (PHI)**” means any information, whether oral or recorded in any form or medium, that: (i) relates to the past, present or future physical or mental condition of any Individual; the provision of health care to an Individual; or the past, present or future payment of the provision of health care to an Individual; and (ii) identifies the Individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. PHI includes demographic information unless such information is de-identified according to the Privacy Rule. “Protected Health Information” includes without limitation “Electronic Protected Health Information” as defined below.

1.2 “**Electronic Protected Health Information (ePHI)**” means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Privacy and Security Rule) or maintained in Electronic Media.

1.3 “**Individual**” means the person who is the subject of PHI, and shall include a person who qualifies under the Privacy Rule as a personal representative of the Individual.

1.4 Capitalized terms used in this Addendum, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule, Security Rule or HITECH Act.

ARTICLE 2 PROHIBITION ON UNAUTHORIZED USE AND DISCLOSURE

Business Associate shall not use or disclose any PHI received from or on behalf of Covered Entity except as permitted or required by the Agreement or this Addendum, as required by law, or as otherwise authorized in writing by Covered Entity.

ARTICLE 3
USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION TO PERFORM
AGREEMENT OBLIGATIONS

Except as described in Article 4, Business Associate may use or disclose PHI to perform its obligations to Covered Entity, including any obligations required pursuant to the underlying Agreement or this Addendum. All other uses not authorized by the underlying Agreement or this Addendum are prohibited unless specifically authorized by Covered Entity to Business Associate in writing.

ARTICLE 4
USE AND DISCLOSURE OF PHI FOR CERTAIN OPERATIONS OF BUSINESS
ASSOCIATE

Business Associate may use and/or disclose PHI it creates for, or receives from, Covered Entity to the extent necessary for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities, only if:

- (a) The disclosure is required by law; or
- (b) Business Associate obtains reasonable assurances, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization, or as required by law; and
 - (ii) notify Business Associate, who shall in turn promptly notify Covered Entity, of any instance which the person or organization becomes aware of in which the confidentiality of such PHI was breached.
- (c) Business Associate's proper management and administration does not include the use or disclosure of PHI by Business Associate for Marketing purposes, or to support Marketing, unless the underlying Agreement specifically concerns marketing activities.

ARTICLE 5
THE HITECH ACT AND ADDITIONAL USE AND DISCLOSURE OBLIGATIONS

5.1 Sections 164.308, 164.310, 164.312 and 164.316 of Title 45, Code of Federal Regulations, shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of the HITECH Act that relate to security and that are made applicable with respect to Covered Entity shall also be applicable to Business Associate and are, by this reference, incorporated into this Addendum.

5.2 Business Association may use and disclose PHI that Business Associate obtains or creates only if such use or disclosure, respectively, is in addition to the other requirements of this

Addendum, in compliance with each applicable requirement of Section 164.504(e) of Title 45, Code of Federal Regulations. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to Covered Entity shall also be applicable to Business Associate and, by this reference, are hereby incorporated into this Addendum.

5.3 Section 16.504(e)(1)(ii) of Title 45, Code of Federal Regulations shall apply to Business Associate with respect to compliance with such subsection, in the same manner that such section applies to Covered Entity, with respect to compliance with the standards of Sections 164.502(e) and 164.504(e) of Title 45, Code of Federal Regulations, except that in applying such Section 164.504(e)(1)(ii), each reference to the Business Associate, with respect to a contract, shall be treated as a reference to the Covered Entity involved in such contract.

ARTICLE 6 SAFEGUARDING PHI

Business Associate shall develop, implement, maintain, and use reasonable and appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, integrity and availability of all PHI, in any form or media, created, received, maintained or transmitted on behalf of the Covered Entity. Business Associate shall document and keep these security measures current. Business Associate shall cooperate in good faith in response to any reasonable requests from Covered Entity to discuss, review, inspect, and/or audit Business Associate's safeguards.

ARTICLE 7 SUBCONTRACTORS AND AGENTS

If Business Associate provides any PHI which was received from, or created for, Covered Entity to a subcontractor or agent, then Business Associate shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Business Associate by this Addendum.

ARTICLE 8 COMPLIANCE WITH ELECTRONIC TRANSACTION AND CODE SET STANDARDS

If Business Associate conducts any Standard Transaction for, or on behalf, of Covered Entity, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation.

ARTICLE 9 SECURITY OF PROTECTED HEALTH INFORMATION

Business Associate shall secure all PHI by a technology standard that renders PHI unusable, unreadable or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals, including the use of standards developed under Section 2002(b)(2)(B)(vi) of the Public Health Service Act, as added by Section 13101 of the HITECH Act.

ARTICLE 10
ACCESS TO PROTECTED HEALTH INFORMATION

At the direction of Covered Entity, Business Associate agrees to provide access to any PHI held by Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, within ten (10) calendar days of a request. This access will be provided to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under the Privacy Rule.

ARTICLE 11
AMENDMENT OR CORRECTION TO PROTECTED HEALTH INFORMATION

At the direction of Covered Entity, Business Associate agrees to amend or correct PHI held by Business Associate and which Covered Entity has determined to be part of Covered Entity's Designated Record Set, within ten (10) calendar days of such a request by Covered Entity.

ARTICLE 12
REPORT MISUSE OR UNAUTHORIZED DISCLOSURES

Business Associate shall report to Covered Entity any privacy incident, such as misuse or inappropriate use or disclosure of PHI, which is not in compliance with the terms of this Addendum, immediately upon becoming its awareness of the incident. Business Associate also shall report to Covered Entity any Security Incidents of which it becomes aware, including those incidents reported to Business Associate by its subcontractors or agents. Business Associate shall make the incident reports to Covered Entity not less than ten (10) calendar days after Business Associate learns of such use or disclosure. For either Privacy or Security Incidents, Business Associate's report to Covered Entity shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the PHI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure. Business Associate shall provide such other information, including a written report, as reasonably requested by Covered Entity's Privacy or Security Official.

ARTICLE 13
MITIGATING EFFECT OF MISUSE OF UNAUTHORIZED DISCLOSURES

8. Mitigating Effect of Misuse or Unauthorized Disclosures of PHI. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a misuse or unauthorized disclosure of PHI by Business Associate in violation of the requirements of this Addendum. In addition, as further provided in sections 16.b and 16.c of this Addendum, Business Associate will cooperate with any internal investigation of Covered Entity and, as appropriate, indemnify Covered Entity for costs associated with the misuse or unauthorized disclosure by Business Associate.

ARTICLE 14
TRACKING AND ACCOUNTING OF DISCLOSURES

So that Covered Entity may meet its accounting obligations under the Privacy Rule Business Associate agrees as follows:

- a. Disclosure Tracking. Starting April 14, 2003, for each disclosure not excepted under subsection (b) below, Business Associate will record for each disclosure of PHI it makes to Covered Entity or a third party of PHI that Business Associate creates or receives for or from Covered Entity (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. For repetitive disclosures which Business Associate makes to the same person or entity, including the Covered Entity, for a single purpose, Business Associate may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. Business Associate will make this log of disclosure information available to the Covered Entity within five (5) business days of the Covered Entity's request.
- b. Exceptions from Disclosure Tracking. Business Associate need not record disclosure information or otherwise account for disclosures of PHI that meet each of the following conditions:
 - (i.) the disclosures are permitted under this Addendum, or are expressly authorized by Covered Entity in another writing; and,
 - (ii.) the disclosure is for one of the following purposes:
 - a. Covered Entity's Treatment, Payment, or Health Care Operations;
 - b. in response to a request from the Individual who is the subject of the disclosed PHI, or to that Individual's Personal Representative;
 - c. made to persons involved in that individual's health care or payment for health care;
 - d. for notification for disaster relief purposes;
 - e. for national security or intelligence purposes; or,
 - f. to law enforcement officials or correctional institutions regarding inmates.
- c. Disclosure Tracking Time Periods. Business Associate must have available for Covered Entity the disclosure information required by this section for the six-year period preceding Covered Entity's request for the disclosure information (except Business Associate need have no disclosure information for disclosures occurring before April 14, 2003).

ARTICLE 15
ACCOUNTING TO COVERED ENTITIES AND GOVERNMENT AGENCIES

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of, or created for, Covered Entity available to Covered Entity, or at the request of Covered Entity, to the Secretary of the Department of Health and Human Services (HHS) or his/her designee, in a time and manner designated by Covered Entity or the Secretary or his/her designee, for the purpose of determining Covered Entity's compliance with the Privacy Rule. Business Associate shall promptly notify Covered Entity of

communications with HHS regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available to HHS under this provision.

ARTICLE 16 TERM AND TERMINATION

This Addendum shall take effect upon execution.

- a. In addition to the rights of the parties established by the underlying Agreement, if Covered Entity reasonably determines in good faith that Business Associate has materially breached any of its obligations under this Addendum, Covered Entity, in its sole discretion, shall have the right to:
 - (i) exercise any of its rights to reports, access and inspection under this Addendum; and/or
 - (ii) require Business Associate to submit to a plan of monitoring and reporting, as Covered Entity may determine necessary to maintain compliance with this Addendum; and/or
 - (iii) provide Business Associate with a thirty (30) day period to cure the breach; or
 - (iv) terminate the Agreement immediately.

- c. Before exercising any of these options, Covered Entity shall provide written notice to Business Associate describing the violation and the action it intends to take.

ARTICLE 17 RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

16. Return or Destruction of PHI. Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall:
- a. Return to Covered Entity or, if return is not feasible, destroy all PHI and all Health Information in whatever form or medium that Business Associate received from or created on behalf of Covered Entity. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of Business Associate. In such case, Business Associate shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. Business Associate shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Business Associate shall certify on oath in writing to Covered Entity that such return or destruction has been completed.
 - b. If Business Associate believes that the return or destruction of PHI or Health Information is not feasible, Business Associate shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Business Associate shall extend the protections of this Addendum to PHI and Health Information received from or created on behalf of Covered Entity, and limit further uses and disclosures of such PHI, for so long as Business Associate maintains the PHI.

ARTICLE 18 MISCELLANEOUS

- a. Automatic Amendment. Upon the effective date of any amendment to HIPAA, the Privacy Rule or the Security Rule promulgated by HHS with regard to PHI, this Addendum shall automatically amend so that the obligations imposed on Business Associate remain in compliance with such regulations.
- b. Cooperation. Business Associate shall provide prompt and reasonable cooperation to Covered Entity as appropriate and necessary for Covered Entity to fully investigate actual or probable Privacy or Security Incidents.
- c. Indemnification. Business Associate shall defend and hold Covered Entity harmless from all claims, liabilities, damages, or judgments involving a third party, including Covered Entity's costs and attorney fees, including but not limited to costs of patient notification, which arise as a result of Business Associate's failure to meet any of its obligations under this Addendum.
- d. Response to Subpoenas. In the event Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party which would require the production of PHI received from, or created for, Covered Entity, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity to afford Covered Entity the opportunity to timely respond to the demand for its PHI as Covered Entity determines appropriate according to its state and federal obligations.
- e. Amendments. This Addendum may be amended or altered only upon mutual written agreement of the parties hereto.
- f. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf.

COVERED ENTITY

BUSINESS ASSOCIATE

Signature: *J. Mellicham, D*

Signature: _____

Name: _____

Name: _____

Title: CEO

Title: _____

Date: 6.20.12

Date: _____