

POLICY # 1.24
HIPAA Compliance by Business Associates

If TSS receives any individually identifiable protected health information ("Protected Health information" or "PHI") from School District Number 1 of McIntosh County, Oklahoma, or creates or receives any PHI in the course of its performance under the Agreement with School District, TSS shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA") and the regulations promulgated thereunder (hereinafter collectively referred to as the "HIPAA Privacy Rules"). Without limiting the foregoing, TSS agrees to the following:

Use of PHI: TSS shall not use PHI other than as expressly permitted by this Exhibit. TSS shall use PHI for the purposes of managing its internal business processes relating to its responsibilities under the Agreement and in compliance with the HIPAA Privacy Rules.

Disclosure of PHI:

1. Disclosure to Third Parties. TSS shall not disclose PHI to any other person (other than members of TSS's workforce as specified in subsection b. of this Section), unless such disclosure relates to TSS's responsibilities under the Agreement, or is otherwise required by law.
2. Disclosure to Workforce. TSS shall only disclose PHI to members of its workforce when the members concerned require the PHI for the performance of assigned job duties, and when the PHI provided to the members is only that which is minimally necessary for the accomplishment of the job duties involved. TSS shall not disclose PHI to any members of its workforce unless TSS has advised such persons of TSS's obligation under this Agreement, and of the consequences for such person and for TSS of violating them. TSS shall take appropriate disciplinary action against the member of its workforce who uses or discloses PHI in contravention of this Agreement. TSS shall first attain assurance from all members of its workforce and subcontractors who receive PHI, that such recipients agree to the restrictions in this Agreement concerning the use and disclosure of PHI.
3. Safeguards: TSS shall appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement. TSS shall provide School District with information concerning such safeguards as School District may from time to time request, and shall, upon reasonable request, give School District access for inspection and copying to TSS's facilities used for the maintenance and processing of PHI, and to its books, records, practices, policies, and procedures concerning the use and disclosure of PHI, for the

purpose of determining TSS's compliance with this agreement

4. Accounting of Disclosures: For at least six years from the date of disclosure, TSS shall maintain a record of all PHI disclosures made other than for the purposes of this Agreement, including the date of the disclosure, the name and, if known, the address of the recipient of PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. TSS shall make record available to School District upon request.
5. Reporting: TSS shall promptly report to School District any unauthorized use of disclosure of PHI by TSS or its workforce or subcontractors, and the remedial action taken or proposed to be taken with respect to such use of disclosure.
6. Disclosure to U.S. Department of Health and Human Services: TSS shall make its internal practices, books, and records relating to the use and disclosures of PHI available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA.
7. Access by Individuals: Within thirty (30) days of receipt of a request by School District, TSS shall permit any individual whose PHI is maintained by TSS to have access to and to copy his or her PHI, in the format requested, unless it is not readily producible in such format, in which case it shall be produced in hard copy format, subject to the last sentence of this paragraph. The foregoing text of this paragraph shall not apply to (a) requests for psychotherapy notes, (b) information compiled in reasonable anticipation of, or for use in a civil, criminal or administrative action or proceeding, (c) PHI subject to the Clinical Laboratory Improvements Amendments of 1988, or (d) PHI that is exempt, pursuant to 42 CFR 493.3 (a) (2) from the Clinical Laboratory Improvements Amendments of 1988.
8. Correction of PHI: TSS agrees to promptly amend PHI it maintains in such manner as School District may from time to time request.
9. Amendment: Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or this State relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, School District may, by written notice to TSS, amend this Agreement in such manner as School District determined necessary to comply with such law or regulation. If TSS disagrees with any such amendment, it shall so notify School District in writing within thirty (30) days of School District notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of

them may terminate this Agreement upon written notice to the other.

10. Breach: Without limiting the rights of the parties pursuant to Section 6 of the Agreement, should TSS breach its obligations under this Agreement, School District may at its option:

- a. Exercise any of its rights of access and inspection under Section 3 of this Exhibit
- b. Require TSS to submit to a plan of monitoring and reporting, as School District may determine necessary to maintain compliance with this Agreement; and such plan shall be a part of this Agreement
- c. Terminate this Agreement, with or without an opportunity to cure the breach; or
- d. If termination is not feasible, report the breach to the Secretary of the United States Department of Health and Human Services.

School District's remedies under this section and Section 6 of this Agreement shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

11. Procedure Upon Termination. Upon termination of this Agreement, if feasible, TSS shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information; or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible. The procedures of Section 2 shall survive termination of the Agreement.