

## AGREEMENT FOR PROTECTION OF INFORMATION

This Agreement is entered into between Huerfano County dba (“Covered Entity”) and TRIAD Resource Group, LLC, (“TRIAD”).

### RECITALS:

A. The purpose of this Agreement is to comply with the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and implementing regulations including the HIPAA Rules that apply to Covered Entity, as a group health plan.

B. Covered Entity and TRIAD are parties to an underlying agreement for services.

C. The terms of the underlying agreement or arrangement for services result in TRIAD’s classification as “Business Associate” under HIPAA.

WHEREFORE, in consideration of the mutual promises below, any fees paid pursuant to underlying agreements or arrangements, and the exchange of information pursuant to this Agreement, the parties agree as follows:

### **I. Definitions.**

All terms used in this Agreement, whether capitalized or not, shall have a meaning consistent with terms defined in the HIPAA Rules, including the following capitalized terms used in this Agreement: Business Associate, 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. Capitalized terms in this Business Associate Agreement are defined as follows:

A. “Breach” shall have the meaning of the term “breach” as defined in 45 C.F.R. 164.402.

B. “Business Associate Agreement” means this document/agreement, which may be incorporated by reference into the underlying agreement, or entered by the parties separately from the underlying agreement.

C. “Designated Record Set” means Protected Health Information maintained by or for a Covered Entity, including but not necessarily limited to: medical records and billing records

maintained by or for a health care provider; the enrollment, payment, claims, adjudication, and case or medical management records maintained by or for a health plan, and any other records used, in whole or in part, to make decisions about Individuals.

D. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

E. “Individual” means a natural person who is the subject of Protected Health Information.

F. “Minimum Necessary Information” means: (i) in the case of routine and recurring types of Disclosures, information or records which the Disclosing party’s policies and procedures have established as reasonably necessary to achieve the purpose of such Disclosures; (ii) in the case of non-routine or non-recurring Disclosures, the information or records which the Disclosing party determines is reasonably necessary to accomplish the purpose of the Disclosure, upon review of each Disclosure according to criteria developed by the Disclosing party; provided that (iii) in the case of a Disclosure (A) to a Covered Entity, (B) to a

professional for purposes of providing professional services to the Disclosing party, or (C) to a public official for Disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the information or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of the Disclosure(s).

G. "Protected Health Information" or "PHI" shall have the meaning as the term "protected health information" in 45 C.F.R. 160.103 and generally includes any information which identifies or could reasonably be believed to be used to identify an Individual, which in any way concerns that Individual's health status, healthcare, or payments for his or her healthcare.

H. "Third Party" means any individual, person, or organization not a party to this Business Associate Agreement.

## **II. Uses and Disclosures by TRIAD.**

A. Functions Required by Underlying Agreement. TRIAD may Use, Disclose, or have access to PHI to perform those functions or activities required by the underlying agreement for services on behalf of Covered Entity

B. TRIAD's Management and Legal Responsibilities. TRIAD 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, except:

1. TRIAD may use protected health information for the proper management and administration of the TRIAD or to carry out the legal responsibilities of the business associate.

2. TRIAD may disclose protected health information for the proper management and administration of TRIAD or to carry out the legal responsibilities of the TRIAD, provided the disclosures are required by law, or TRIAD obtains reasonable assurances

from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies TRIAD of any instances of which it is aware in which the confidentiality of the information has been breached.

C. Data Aggregation. TRIAD may provide data aggregation services relating to the health care operations of Covered Entity.

D. TRIAD will not Use, Disclose, or access PHI in violation of any HIPAA Rules.

E. Further Use and Disclosure. TRIAD agrees not to Use or Disclose PHI other than as permitted or required by this Agreement or as Required by Law.

## **III. Obligations and Activities of TRIAD.**

A. Access to Records. TRIAD agrees to provide access or copies, at the request of Covered Entity and in a reasonable time and manner as designated by Covered Entity, to PHI in a Designated Record Set maintained by TRIAD as necessary to meet the requirements under 45 C.F.R. 164.524.

B. Amendment to Records. TRIAD agrees to make an amendment(s) to PHI in a Designated Record Set maintained by TRIAD that Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

C. Accounting for Disclosure of Records. TRIAD shall maintain an accounting or record of all Disclosures of PHI it makes as required by and in accordance with 45 C.F.R. 164.528. The record of the Disclosure shall include the following information: (a) the date of the Disclosure; (b) the name and address of the organization and/or individual receiving the information; (c) a brief description of the information disclosed; (d) if the Disclosure was not to the Individual, purpose for the Disclosure;

and (e) a copy of all requests for Disclosures. TRIAD agrees to provide to Covered Entity, in a reasonable time and manner as designated by Covered Entity, information collected in accordance with this Section, to permit Covered Entity to satisfy obligations to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

D. Mitigation. TRIAD agrees to mitigate, to the extent practicable, any harmful effect that is known to TRIAD of a Use or Disclosure of PHI by TRIAD in violation of the requirements of this Agreement.

E. Minimum Necessary Information. When conducting any transaction in which PHI is Used, Disclosed, or requested the parties shall restrict information to the Minimum Necessary Information for purposes of that transaction and limit the Use, Disclosure or request accordingly. Information required to be provided or submitted in Standard Transactions adopted under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations and authority, are presumed to meet the Minimum Necessary information requirements.

F. Safeguards and Reporting. At all times following the Receipt of PHI, until such time as the PHI is no longer in TRIAD's possession or subject to its control:

1. TRIAD shall use appropriate safeguards as required by the HIPAA Rules, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of PHI other than as provided for by the Agreement; and,

2. Triad will report to Covered Entity any Use or Disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including Breaches of unsecured protected health information as required at 45 CFR 164.410 without unreasonable delay and in no case later than 10 days following discovery of a Breach, and any

security incident of which it becomes aware.

G. Agents and Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, TRIAD agrees to ensure that any agent or subcontractor of TRIAD agrees to the same restrictions, conditions and requirements that apply to TRIAD throughout this Business Associate Agreement when such agents or subcontractors create, receive, maintain, or transmit PHI in the performance of any of the tasks, duties or obligations required of TRIAD by the underlying contract or Business Associate Agreement.

H. Obligations. To the extent TRIAD is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, TRIAD will comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s);

I. Availability of Records. TRIAD agrees to make its internal practices, books and records relating to its access to, Use and Disclosure of PHI received from and on behalf of Covered Entity, or created by TRIAD on behalf of Covered Entity, available to the U.S. Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by Covered Entity or the Secretary for purposes of determining compliance with the HIPAA Rules.

J. Compliance with Law and Agreement. Each party to this Agreement shall comply with, and as applicable shall require of its directors, officers and employees to comply with the HIPAA Rules, and with each party's duties and obligations pursuant to this Agreement.

#### **IV. Information Transmission Agreement**

In arranging for transmission or exchange of PHI with Covered Entity, regardless of the format of the information or the method of

transmission utilized, TRIAD will cooperate with Covered Entity to reasonably safeguard such information from unauthorized Disclosure.

## **V. Term and Termination.**

A. Effective Date. The Effective Date of this Business Associate Agreement shall be the date signed by TRIAD below.

B. Term. Except as otherwise agreed, this Business Associate Agreement shall be in effect for the term of the underlying agreement and shall be renewed with any renewal or extension of the underlying agreement.

C. Termination for Cause. Notwithstanding anything to the contrary in this Business Associate Agreement or the underlying agreement, upon gaining knowledge of a material breach by TRIAD of the terms of this Business Associate Agreement, Covered Entity may, at its sole discretion:

1. Terminate this Business Associate Agreement and the underlying agreement or contract immediately upon written notice to TRIAD without any term of notice and/or judicial intervention being required, and without liability for such termination; or,

2. Allow TRIAD an opportunity to cure the breach.

D. Effect of Termination. Upon termination of this Business Associate Agreement for any reason, TRIAD, with respect to PHI received from Covered Entity, or created, maintained, or received by TRIAD on behalf of Covered Entity:

1. May retain only that PHI which is necessary for TRIAD to continue its proper management and administration or to carry out its legal responsibilities;

2. Shall return or destroy, as directed by covered entity, the remaining PHI that TRIAD still maintains in any form which is not necessary for TRIAD to

continue its proper management and administration or to carry out its legal responsibilities, unless such return or destruction is not feasible;

3. Shall not use or disclose the protected health information retained by TRIAD other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Business Associate Agreement which applied prior to termination;

4. Shall return or destroy, as directed by Covered Entity, the PHI retained by TRIAD when it is no longer needed by TRIAD for its proper management and administration or to carry out its legal responsibilities, unless such return or destruction is not feasible; and,

5. Shall 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 PHI, other than as provided for in this Section, for as long as TRIAD retains the PHI;

## **VI. General Provisions.**

A. Amendment of Agreement. The parties agree to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.

B. Indemnification. Each party will indemnify, hold harmless and defend the other parties to this Business Associate Agreement from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any non-fulfillment of any obligation on the part of the responsible party under this Business Associate Agreement; and (b) any claims, demands, awards, judgments, actions and proceedings made by any persons or organization, arising out of or in any way

connected with the party's performance under this Agreement.

C. Survival. The obligations of TRIAD under Section V.D. of this Business Associate Agreement shall survive termination of the underlying agreement.

D. No Agency or Partnership. This Business Associate Agreement does not create a joint venture, partnership, or employer-employee relationship between the parties. In performing under this Business Associate Agreement, each party is at all times acting and performing as an independent contractor and is not an agent or representative of any other party.

**COVERED ENTITY:**

John Galusha, Chairman, Board of Commissioners  
Name and Title (please print or type)

\_\_\_\_\_  
Signature


\_\_\_\_\_  
Date

E. Assignment. No party may assign or transfer any or all of its rights and/or obligations under this Business Associate Agreement or any part of it, nor any benefit or interest in or under it, to any Third Party without the prior written consent of all other parties.

F. Interpretation. Any ambiguity in this Business Associate Agreement, or inconsistency with a provision of the underlying agreement, shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

**TRIAD**

John Gribben, Owner/Manager  
Name and Title (please print or type)

  
\_\_\_\_\_  
Signature

January 30, 2023  
Date