



Business Associate Agreement

THIS AGREEMENT is entered into effective DD/MM/YYYY between Employer Name Plan (the “Plan”) and R&R Insurance Services, Inc., (“Business Associate”).

WHEREAS, the Plan will make available and/or transfer to Business Associate certain Protected Health Information, in conjunction with goods or services that are being provided by Business Associate to the Plan, that is confidential and must be afforded special treatment and protection.

WHEREAS, Business Associate will have access to and/or receive from the Plan certain Protected Health Information that can be used or disclosed only in accordance with this Agreement and the HHS Privacy Regulations.

NOW, THEREFORE, the Plan and Business Associate agree as follows:

1. **Definitions:** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 CFR § 160.103 and 164.501.
 - a. **Business Associate.** “Business Associate” shall mean **R&R Insurance Services, Inc.**
 - b. **The Plan.** “The Plan” shall mean the Employer Name group health plan.
 - c. **Individual.** “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - d. **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - e. **Protected Health Information.** “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of the Plan.
 - f. **Required By Law.** “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.
 - g. **Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
 - h. **Security Rule.** “Security Rule” shall mean the Security Standards for Protection of Electronic Protected Health Information set forth at 45 C.F.R. part 164, subpart C.



INSURANCE

the knowledge brokers™

Business Associate Agreement

2. Obligations and Activities of Business Associate:
 - a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
 - b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
 - d. Business Associate agrees to report to the Plan any use or disclosure of the Protected Health Information not provided for by this Agreement.
 - e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Plan agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate agrees to provide access, at the request of the Plan, and in the time and manner designated by the Plan, to Protected Health Information in a Designated Record Set, to the Plan or, as directed by the Plan, to an Individual in order to meet the requirements under 45 CFR § 164.524.
 - f. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Plan directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Plan or an Individual, and in the time and manner designated by the Plan.
 - g. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, the Plan available to the Plan, or at the request of the Plan to the Secretary, in a time and manner designated by the Plan or the Secretary, for purposes of the Secretary determining the Plan's compliance with the Privacy Rule.
 - h. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.



Business Associate Agreement

- i. Business Associate agrees to provide to the Plan or an Individual, in the time and manner designated by the Plan, information collected in accordance with Section (2)(h) of this Agreement, to permit the Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

3. Permitted Uses and Disclosures by Business Associate

a. General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, the Plan for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the Plan:

- i. Perform or assist in performing a function or activity regulated by the HIPAA Privacy or Security Rules, including, but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, renewal or replacement of a contract, conducting planning-related analysis related to managing the employee benefit plans, and customer service.
- ii. Assist the Plan's other business associates retained to provide legal advice, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to the Plan or to an organized health care arrangement in which the Plan participates.
- iii. Allow Business Associate to properly manage and administer the Business Associate's organization or to carry out the legal responsibilities of the Business Associate.
- iv. Perform functions, activities, or services for, or on behalf of, Plan as specified above, except as otherwise limited by this Agreement or if such use or disclosure would violate the HIPAA Privacy or Security Rules if done by the Plan.

b. Specific Use and Disclosure Provisions

- i. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.



Business Associate Agreement

- ii. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to the Plan as permitted by 42 CFR § 164.504(e)(2)(i)(B).

4. Obligations of the Plan

- a. Provisions for the Plan to Inform Business Associate of Privacy Practices and Restrictions.

- i. The Plan shall provide Business Associate with the notice of privacy practices that the Plan produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- ii. The Plan shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- iii. The Plan shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that the Plan has agreed to in accordance with 45 CFR § 164.522.

- b. Permissible Requests by the Plan

The Plan shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Plan.

5. Term and Termination

- a. **Term.** The Term of this Agreement shall be effective as of DD/MM/YYYY and shall terminate when all of the Protected Health Information provided by the Plan to Business Associate, or created or received by Business Associate on behalf of the Plan, is destroyed or returned to the Plan, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. **Termination for Cause.** Upon the Plan's knowledge of a material breach by Business Associate, the Plan shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by the Plan, or immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.



Business Associate Agreement

c. **Effect of Termination.**

- i. Except as provided in paragraph (5.c.ii.) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from the Plan, or created or received by Business Associate on behalf of the Plan. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to the Plan notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. Miscellaneous

- a. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Plan to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104–191. This includes any action necessary by either party as a result of the enactment of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”). The HITECH Act, effective February 18, 2010, requires that Business Associate comply directly with the Security Rule. Business Associate will comply with the applicable provisions of the HITECH Act and any subsequent rules issued by the Department of Health and Human Services thereunder, and this Agreement hereby incorporates the requirements contained in those provisions without the need for further amendment of this Agreement.
- c. **Survival.** The respective rights and obligations of Business Associate under Section (5)(c) of this Agreement shall survive the termination of this Agreement.
- d. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Plan to comply with the Privacy Rule.



Business Associate Agreement

- e. **Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin.
- f. **Indemnity.** The Business Associate will indemnify and hold harmless the Plan and any affiliate, trustee, officer, director, employee, volunteer or agent of the Plan from and against any claim, cause of action, liability, damage, cost or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any unauthorized use or disclosure of Protected Health Information or any failure in security measures affecting Protected Health Information or any other breach of the terms of this Agreement by the Business Associate or any person or entity under the Business Associate's control.

7. Security Rule Obligations of Business Associate

In addition to the foregoing, pursuant to 45 C.F.R. § 164.308(b)(1) and § 164.314(a)(2)(i) of the Security Rule, generally effective April 21, 2005, Business Associate shall:

- a. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Plan;
- b. Ensure that any agent, including a subcontractor, to which Business Associate provides such electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect the electronic Protected Health Information;
- c. Promptly report to the Plan any security incident of which Business Associate becomes aware;
- d. Authorize termination of the Agreement by the Plan if the Plan reasonably determines that Business Associate has violated a material term of this Amendment; and
- e. Make its policies and procedures, and documentation relating to such safeguards, available to the Secretary for purposes of determining the Plan's compliance with the Security Rule.



INSURANCE

the knowledge brokers™

Business Associate Agreement

IN WITNESS WHEREOF, Business Associate and the Plan have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

Employer Name Plan
THE PLAN
By Employer Name
PLAN SPONSOR

R&R Insurance Services, Inc.
BUSINESS ASSOCIATE

By: _____

By: _____

Print Name: _____

Print Name: David L. Lancaster

Title: _____

Title: Exec. VP, Employee Benefits Practice

Date: _____

Date: DD/MM/YYYY