

ACS Government Systems Business Associate Agreement



A **xerox**  Company

ACS Government Systems shall carry out its obligations to _____, hereinafter known as the "Client," under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed, or learned as a result of the Services provided hereunder.

In conformity therewith, ACS Government Systems agrees that it will:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law.
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement.
3. To mitigate, to the extent practicable, any harmful effect that is known to ACS Government Systems of a use or disclosure of PHI by the ACS Government Systems in violation of this Agreement.
4. Report to Client any use or disclosure of PHI not provided for by this Agreement, of which ACS Government Systems becomes aware.
5. Ensure that any agents or subcontractors to whom ACS Government Systems provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to ACS Government Systems with respect to such PHI.
6. Make PHI available to Client and to the individual who has a right of access, as required under HIPAA, within 30 days of the request by Client on the individual.
7. Incorporate any amendments to PHI when notified to do so by Client.
8. Provide an accounting of all uses or disclosures of PHI made by ACS Government Systems, as required under the HIPAA privacy rule, at the request of Client within 60 days.
9. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services, for purposes of determining ACS Government Systems and Client compliance with HIPAA.
10. At the termination of this Agreement, return or destroy all PHI received from, or created or received by ACS Government Systems on behalf of Client. If return is infeasible, the protections of this agreement will extend to such PHI.
11. Further, in the event that ACS Government Systems inadvertently comes in contact with any confidential information, ACS Government Systems agrees not to use or further disclose such information to anyone.
12. ACS Government Systems further agrees to educate its personnel as to the importance of confidentiality with respect to the performance of this contract, and to maintain a strong confidentiality policy applicable to all of its personnel who may be assigned to perform services at Client.
13. ACS Government Systems will take steps to ensure that its personnel remain only in authorized areas of Client and that they will not open any files, desks, boxes, disk storage cases, or any other containers that may potentially contain confidential and proprietary information.


14. Any violations of this confidentiality provision shall be cause for immediate termination of this contract, without notice.
15. Ensure that any agents or subcontractors to whom ACS Government Systems provides PHI, or who have access to PHI, such as other consulting companies, agree to the same restrictions and conditions that apply to ACS Government Systems with respect to such PHI.

The specific uses and disclosures of PHI that may be made by ACS Government Systems on behalf of Client include:

1. The preparation and/or reparation of data in accordance with services requested of ACS Government Systems by Client.
2. Uses required for the proper management of ACS Government Systems as a business associate.
3. Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Client in its sole discretion, if Client determines that ACS Government Systems has violated a term or provision of this Agreement pertaining to Client obligations under the HIPAA privacy rule, or if ACS Government Systems engages in conduct which, if committed by Client, would result in a violation of the HIPAA privacy rule by Client.

In Witness Whereof, each of the undersigned has caused this Business Associate Agreement to be duly executed in its name and on its behalf effective as of _____, 20__.

Covered Entity	Business Associate
Company Name: _____	Company Name: <u>ACS Government Systems</u>
Signature: _____	Signature: <u></u>
Printed Name: _____	Printed Name: <u>Sanjay S. Kalasa</u>
Printed Title: _____	Printed Title: <u>Vice President - FIREHOUSE Software</u>
Date: _____	Date: <u>12/15/2006</u>

ACS **FIREHOUSE** Software
 Affiliated Computer Services, Inc.
 A Xerox Company
 2900 100th St., Suite 309
 Urbandale, Iowa 50322